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County of Los Angeles

DEPARTMENT OF PUBLIC SOCIAL SERVICES

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 April 12, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

April 12, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

RECOMMENDATION TO AWARD CONTRACTS TO PROVIDE GENERAL RELIEF PHYSICAL HEALTH DISABILITY ASSESSMENT SERVICES AND COMPREHENSIVE PHYSICAL HEALTH DISABILITY EVALUATION SERVICES

SUBJECT

The Department of Public Social Services (DPSS) seeks to enter into contracts with the nine Federally Qualified Health Centers (FQHC)/FQHC Look-Alikes listed in Attachment A for General Relief (GR) Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DPSS or his designee to enter into contracts substantially similar to the contract in Attachment C effective May 1, 2011 through November 30, 2012, with the nine FQHCs/FQHC Look-Alikes listed in Attachment A for GR Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services for all 14 GR District offices, Countywide. The total estimated cost for the 19-month term of the contracts is \$13,512,167 or \$8,534,000 annually consisting of 50 percent net County cost (NCC) and 50 percent federal funding through the County Services Block Grant-Health Related (CSBG-HR). The total maximum obligation for each contractor shall not exceed the amount set forth on Attachment B for each contractor.
2. Delegate authority to the Director of DPSS or his designee to terminate for convenience, the Employability Screening Services for GR Applicants/Participants Contract with QTC Medical Group, Inc. (QTC) no sooner than May 31, 2011. The Director or his designee will notify the Board and Chief Executive Office (CEO) in writing within ten business days after the contract's termination.

3. Delegate authority to the Director of DPSS or designee to prepare and sign amendments to add any relevant updated terms and conditions and to increase/decrease the total maximum contract amount inclusive of all 14 contracts by up to 25 percent for increases or decreases in services provided that (a) sufficient funding is available, (b) prior CEO and County Counsel approval is obtained and (c) the Director or his designee notifies the Board and CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 9, 2010, the County of Los Angeles Board of Supervisors approved a comprehensive plan to restructure the GR Program. The plan includes providing GR applicants/participants with physical health disability assessments and comprehensive physical health disability evaluations through contracted health care providers for all 14 GR District offices, Countywide.

The purpose of Physical Health Disability Assessments is to replace the current cursory employability screenings provided under the Employability Screening Services for GR applicants/participants Contract, with enhanced medical (physical) health disability assessments for GR applicants/participants who self-disclose an inability to work due to a physical incapacity based on referral by DPSS. Currently, a monthly average of 10,000 employability screenings is conducted by QTC, the employability screening contractor.

The termination of the current employability screenings contract no sooner than May 31, 2011, will allow for a transition effective May 1, 2011 towards the full implementation of physical health disability assessments. The termination for convenience language in the current contract indicates that the date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

The purpose of Comprehensive Physical Health Disability Evaluations is to perform comprehensive physical health disability evaluations for permanently disabled GR participants in need of additional documentation to support their Supplemental Security Income applications. DPSS projects a monthly range of 220 to 440 Comprehensive Physical Health Disability Evaluations.

Later this year, taking into account the initial experience with these services and our County's plan for implementation of the Medi-Cal Coverage Expansion under the 1115 waiver, DPSS plans to begin developing a competitive procurement process to select ongoing contractors for both physical health disability assessments and comprehensive physical health disability evaluations for GR participants.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #2 – Children, Family and Adult Well-Being: Enrich lives through integrated, cost-effective and client-centered supportive services.

FISCAL IMPACT/FINANCING

Physical Health Disability Assessment Services will be 50 percent funded by NCC and 50 percent federal funding through CSBG-HR. The funding for Physical Health Disability Assessment Services

is estimated at \$7.2 million annually or \$600,000 monthly totaling an estimated \$11.4 million for the 19-month contract term effective May 1, 2011 through November 30, 2012.

Comprehensive Physical Health Disability Evaluation Services will be 50 percent funded by NCC and 50 percent funded by CSBG-HR. The funding for Comprehensive Physical Health Disability Evaluation Services is estimated at \$1,334,000 annually or \$111,167 monthly totaling an estimated \$2,112,167 for the 19-month contract term effective May 1, 2011 through November 30, 2012.

The entire estimated funding for both Physical Health Disability Assessment Services and Comprehensive Physical Health Evaluation Services for the 19-month contract term is \$13,512,167 or 8,534,000 annually or \$711,167 monthly.

The 50 percent NCC for the disability assessments is currently being used for the employability screenings that are funded with 100 percent NCC, so no additional NCC will be required for the disability assessments. The NCC required for the comprehensive evaluations is included in the funding for GR Restructuring. Funding for Fiscal Year 2010-11 is included in the Adopted Budget. Funding for future fiscal years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Concurrent with the GR restructuring, the Department of Health Services (DHS) is participating in a Medicaid Demonstration Project, authorized by the Centers for Medicare and Medicaid Services, and granted to the State of California. The Demonstration Project is intended to permit the County, and other participating, California counties, the opportunity to begin to re-structure their health care delivery systems in anticipation of the implementation of Health Care Reform in 2014.

Under the terms of the Demonstration Project, GR applicants/participants generally will qualify for health care services to be provided by DHS under its evolving health care delivery system and in accordance with the requirements of the Demonstration Project. At this time, DHS estimates that 59,000 GR participants also receive health care services from DHS or from one of its contracted clinic providers. Much of this care is provided on an episodic, non-routine basis, complicating the ability of DHS to stabilize the care for these patients and their medical conditions.

The timing of GR restructuring with the arrival of the Demonstration Project allows the County a unique opportunity to gauge how it might transition its GR population into on-going, stable medical care at DHS or at one of its contracted clinic sites. Under the Demonstration Project, qualified users of DHS services, which may include the GR population, are to be assigned "medical homes" which effectively will be responsible for managing and providing all aspects of a DHS client's outpatient medical care and for coordinating the provision of medically necessary inpatient care.

Like many recipients of DHS services, it is anticipated that the GR population will require intensive, outpatient medical care as well as extensive care coordination. Such coordination may require substance abuse treatment referrals and mental health evaluation and referral services, as well as linkages to employment programs and social services, including transitional or temporary housing and the federal Supplemental Security Income program. As such, FQHCs and FQHC Look-Alikes are uniquely situated to provide services to this population given the scope of services provided on site and through linkages with other health, mental health and social service programs.

County Counsel and the CEO have reviewed this Board letter and the sample contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

On February 10, 2011, DPSS released a Request for Statement of Interest (RFSI), as the interim methodology for seeking FQHCs or FQHC Look-Alikes agency/agencies, as defined under Section 330 of the Public Health Service Act, that are qualified to provide Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services to the GR population. The maximum total cost is up to \$90 per disability assessment and is up to \$300 per comprehensive evaluation.

Based on the responses to the RFSI and subsequent discussions between DPSS and various FQHCs and FQHC Look-Alikes, DPSS is prepared to enter into interim contracts from May 1, 2011, through November 30, 2012, with FQHCs/FQHC Look-Alikes for Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services for all 14 GR District offices, as specified on Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

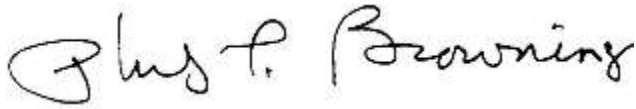
The termination of the current employability screenings contract no sooner than May 31, 2011, will allow for a transition effective May 1, 2011 towards the full implementation of physical health disability assessments. During May 2011, the current employability screening contractor will continue to provide cursory employability screenings for participants who are receiving GR and who are due for a re-screening of their physical disability. During the same month, the new contractors will provide enhanced physical disability assessments to new GR applicants who self-disclose an inability to work due to a physical disability. We anticipate effective June 1, 2011, the new contractors will provide enhanced physical disability assessments to GR applicants and participants who already receive GR and are due for a re-screening of their physical disability. If more time is needed for the transition, the recommended action to terminate the contract no sooner than May 31, 2011 will allow for this flexibility.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

The Honorable Board of Supervisors
4/12/2011
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Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style with a large initial "P".

PHILIP L. BROWNING
Director

PLB:cr

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

GENERAL RELIEF PHYSICAL HEALTH DISABILITY ASSESSMENT SERVICES AND COMPREHENSIVE PHYSICAL HEALTH DISABILITY EVALUATION SERVICES – PROPOSED CONTRACTORS (The agency for the Rancho Park and Wilshire Special DPSS offices indicated a cost of \$75/Assessment and \$245/Evaluation. All the other agencies indicated a cost of \$90/Assessment and \$300/Evaluations.)

Civic Center DPSS Office, 813 E. Fourth Place, Los Angeles, CA 90013

Contractor's Name/Service Address:

JWCH Institute, Inc., 522 S. San Pedro St., Los Angeles, CA 90013

Glendale DPSS Office, 4680 San Fernando Rd., Glendale, CA 91204

Contractor's Name/Service Address:

All for Health, Health for All, 519-520 E. Broadway, Glendale, CA 91205

Lancaster DPSS Office, 337 East Avenue K-10, Lancaster, CA 93535

Contractor's Name/Service Address:

Antelope Valley Community Center, 45074 10th St. West, Ste. 109, Lancaster, CA 93534

Metro East DPSS Office, 2855 E. Olympic Blvd., Los Angeles, CA 90023

Contractor's Name/Service Address:

Los Angeles Christian Health Centers, 1625 East 4th Street, Los Angeles, CA 90033

Metro Special DPSS Office, 2707 S. Grand Ave., Los Angeles, CA 90007

Contractor's Name/Service Address:

Central Neighborhood Health Foundation, 2707 S. Central Avenue, Los Angeles, CA 90011

Pasadena DPSS Office, 955 N. Lake Ave., Pasadena, CA 91104

Contractor's Name/Service Address:

Community Health Alliance of Pasadena, 1855 N. Fair Oaks Ave, #200, Pasadena, CA 91103

Pomona DPSS Office, 2040 W. Holt Ave., Pomona, CA 91768

Contractor's Name/Service Address:

Mission City Community Network, Inc., 831 E. Arrow Highway, Pomona, CA

Rancho Park DPSS Office, 11110 W. Pico Blvd., Los Angeles, CA 90064

Contractor's Name/Service Address:

Korean Health, Education, information & Resource Center, 3727 W. 6th St., Ste 210, Los Angeles, CA 90020

San Fernando Valley DPSS Office, 9188 Glenoaks Blvd., Sun Valley, CA 91352

Contractor's Name/Service Address:

Mission City Community Network, Inc., 15206 Parthenia St., North Hills, CA 91343

San Gabriel Valley DPSS Office, 3352 Aerojet Ave., El Monte, CA 91731

Contractor's Name/Service Address:

Mission City Community Network, Inc., 11100 Valley Boulevard, El Monte CA 91731.(Mobile Clinic Van location)

South Central DPSS Office, 10728 S. Central Ave., Los Angeles, CA 90059

Contractor's Name/Service Address:

St. John's Well Child & Family Center, 2115 N. Wilmington Ave., Compton, CA 90222

South Special DPSS Office, 17600 "B" Santa Fe Ave., Ranch Dominguez, CA 90221

Contractor's Name/Service Address:

St. John's Well Child & Family Center, 2115 N. Wilmington Ave., Compton, CA 90222

Southwest Special DPSS Office, 1819 W. 120th St., Los Angeles, CA 90047

Contractor's Name/Service Address:

Mission City Community Network, Inc., 501 E. Hardy St., Suite 110, Inglewood, CA 90301

Wilshire Special DPSS Office, 2415 W. 6th Street, Los Angeles, CA 90057

Contractor's Name/Service Address:

Korean Health Education Information and Research Center, 3727 W. 6th St., Suite 200, Los Angeles, CA 90020

**GENERAL RELIEF (GR) PHYSICAL HEALTH DISABILITY ASSESSMENT SERVICES AND
COMPREHENSIVE PHYSICAL HEALTH DISABILITY EVALUATION SERVICES
ESTIMATED CONTRACT COSTS**

| GR DISTRICT OFFICE | AGENCY | MONTHLY PROJECTED APPTS | MONTHLY PROJECTED APPTS % | MONTHLY COST | ANNUAL COST | CONTRACT TERM (19- MO.) COST |
|--------------------------------|---|--|--|-------------------------|------------------------|---|
| Glendale DPSS Office | All for Health, Health for All | 261 | 2.77% | \$19,690 | \$236,276 | \$374,104 |
| Pasadena DPSS Office | Community Health Alliance of Pasadena | 369 | 3.91% | \$27,837 | \$334,045 | \$528,905 |
| South Special DPSS Office | St. John's Well Child & Family Center | 1705 | 18.09% | \$128,624 | \$1,543,489 | \$2,443,858 |
| Southwest Special DPSS Office | Mission City Community Network, Inc. | 1355 | 14.37% | \$102,220 | \$1,226,644 | 1,942,186 |
| Wilshire Special DPSS Office | Korean Health, Education, Information & Resource Center | 369 | 3.91% | \$27,837 | \$334,045 | \$528,905 |
| Civic Center DPSS Office | JWCH Institute, Inc. | 404 | 4.29% | \$30,478 | \$365,730 | \$579,072 |
| Metro East DPSS Office | Los Angeles Christian Health Center | 587 | 6.23% | \$44,283 | \$531,395 | \$841,375 |
| San Gabriel Valley DPSS Office | Mission City Community Network, Inc. | 548 | 5.81% | \$41,341 | \$496,089 | \$785,474 |
| South Central DPSS Office | St. John's Well Child & Family Center | 450 | 4.77% | \$33,948 | \$407,372 | \$645,006 |
| San Fernando DPSS Office | Mission City Community Network, Inc. | 503 | 5.34% | \$37,946 | \$455,352 | \$720,974 |
| Pomona DPSS Office | Mission City Community Network, Inc. | 278 | 2.95% | \$20,972 | \$251,666 | \$398,471 |
| Rancho Park DPSS Office | Korean Health, Education, Information & Resource Center | 583 | 6.18% | \$43,981 | \$527,774 | \$835,642 |
| Lancaster DPSS Office | Antelope Valley Community Center - | 568 | 6.03% | \$42,850 | \$514,195 | \$814,141 |
| Metro Special DPSS Office | Central Neighborhood Health Foundation | 1447 | 15.35% | \$109,161 | \$1,309,929 | \$2,074,054 |
| | TOTAL: | 9427 | 100% | \$711,167 | \$8,534,000 | \$13,512,167 |

DEPARTMENT OF PUBLIC SOCIAL SERVICES



GENERAL RELIEF

PHYSICAL HEALTH DISABILITY ASSESSMENT SERVICES

AND

COMPREHENSIVE PHYSICAL HEALTH DISABILITY EVALUATION SERVICES

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES AND

CONTRACTOR NAME

DATE

Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

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| Attachment D | Contractor's EEO Certification |
| Attachment E | Attestation of Willingness to Consider GAIN/GROW Participants |
| Attachment F | County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application For Exception |
| Attachment G | Safely Surrendered Baby Law |
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| Attachment U | CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement |

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
GENERAL RELIEF (GR) PHYSICAL HEALTH DISABILITY ASSESSMENT SERVICES
AND COMPREHENSIVE PHYSICAL HEALTH DISABILITY EVALUATION SERVICES**

This Contract and Attachments made and entered into this ____ day of _____, 2011 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with Federally Qualified Health Center (FQHC)/FQHC Look-Alike agencies for General Relief Physical Health Disability Assessments Services and Comprehensive Physical Health Disability Evaluation Services when certain requirements are met; and

WHEREAS, the Contractor is a Federally Qualified Health Center (FQHC)/FQHC Look-Alike agency specializing in directly providing health services to the County's indigent or homeless populations and has experience with documenting their permanent or long-term disabilities for these individuals in support of their Supplemental Security Income (SSI) applications.; and

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code (hereafter W&IC), County provides aid to indigents under County's General Relief (hereafter GR) program; and

WHEREAS, the County has determined that it is legal and feasible to contract GR Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T and U are attached to and form a part of this Contract.
2. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

Attachment A - Statement of Work and Technical Exhibits

| | |
|--------------|--|
| Attachment B | CONTRACTOR's Budget |
| Attachment C | Familiarity with the County Lobbyist Ordinance Certification |
| Attachment D | CONTRACTOR'Equal Employment Opportunity (EEO) Certification |
| Attachment E | Attestation of Willingness to Consider GAIN/GROW Participants |
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| Attachment S | Monthly Invoice |
| Attachment T | Quarterly Reconciliation Report |
| Attachment U | CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement |

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

Acceptable Quality Level (AQL) - is a measurement which expresses the allowable leeway or variance from the Contract Standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

Applicant - A person whose application for public assistance is pending.

Budget - The document that details the Contractor's costs for providing the services included in this Contract.

Contract - Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work – Attachment A.

Contractor - The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

Day(s) – Calendar day(s) unless otherwise specified.

Department of Public Social Services (DPSS) - The County department responsible for providing social and financial services to eligible persons in Los Angeles County.

District Office - Office housing DPSS staff who are responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.

Federally Qualified Health Center (FQHC) - is a community-based health organization. An FQHC provides comprehensive primary health, oral and mental health/substance abuse services to persons in all stages of the life cycle. FQHCs include all organizations receiving grants under Section 330 of the Public Health Service Act and certain tribal organizations.

FQHC Look-Alikes - are health centers that receive cost-based reimbursement for their Medicaid services, but do not receive malpractice coverage under Federal Tort Claims Act (FTCA) or a cash grant.

- Do not receive 330 funding but operate and provide services similar to 330 grant-funded programs.
- Are non-profit organizations governed by users.
- Are not controlled or owned by another entity.
- Serve whole or part of a federally designated Medically Underserved Area (MUA) or Medically Underserved Population (MUP).
- Meet the statutory, regulatory and program requirements for 330 grantees.
- Are open at least 32 hours per week.
- Provide same primary care services as regular FQHC.
- Assure that all required services are available to all persons
- Have a sliding fee scale
- Have CEO directly employed by the health center
- Have management information systems and billing procedures in place
- Conduct an annual independent financial audit
- Are or have applied to be a Medicaid and Medicare provider

Fiscal Year - The twelve (12) month period beginning July 1st and ending the following June 30th.

General Relief (GR) Program – is a County-funded program that provides temporary cash aid to indigent adults who are not eligible for federal or State assistance programs. The cost of this program is borne entirely by the County, and is reimbursable to the County when participants are able to do so.

General Relief Opportunities to Work (GROW) - provides employment and training services to help employable General Relief (GR) participants obtain jobs and achieve self-sufficiency.

Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) - An individual participant based, fully integrated, on-line, interactive Graphical User Interface system. The LEADER system automatically determines eligibility, issues benefits for CalWORKs, General Relief, CAPI, Food Stamps and Medi-Cal programs, and provides supportive functions and interfaces.

Participant – is a person who receives GR benefits and services, (i.e., a client).

Performance Requirements Summary (PRS) - A document furnished by the County (Technical Attachment 1) that identifies and summarizes elements of this Contract that the County will be evaluating to assure that Contract performance standards are met by the Contractor.

Standard - A minimum requirement set by the County for Contractor to perform a service or activity.

Supplemental Security Income (SSI) Advocate - The County employee responsible for assisting GR, CAPI or CalWORKs participants through the SSI application process.

Supplemental Security Income (SSI) Liaison - The County employee assigned at designated County offices to oversee SSI Advocate activities.

Supplemental Security Income/State Supplemental Program (SSI/SSP) - The federal and State aid programs for needy persons who are aged, blind or disabled. The State of California provides cash (SSP) in lieu of Food Stamps in addition to the cash payment provided by the federal government. This (generally) means that an SSI participant in California is not eligible for Food Stamps if he/she is receiving a SSP payment.

SSI Application - The first level of the SSI application process. SSA reviews the application to establish that the applicant meets the financial and resource limits for SSI. The application is then forwarded to Disability Determination Services (DDS). Medical/psychiatric evidence is reviewed to establish that a medical impairment that prevents substantial gainful activity exists for a period of 12 months or result in the death of the applicant in that time.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The Contract shall take effect May 1, 2011 through November 30, 2012, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify County Department of Public Social Services when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department of Public Social Services at the address herein provided Attachment D-6, County's Administration, in Attachment D, County Required Forms, Ordinances & Policies and Other Forms.

5.0 CONTRACT SUM

- 5.1 Maximum Contract Sum, which shall be the total amount payable to the Contractor for services adequately rendered during the contract term, shall not exceed \$XXXXXXX.
- 5.2 Contractor shall provide General Relief Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services to General Relief (GR) applicants/participants referred by County as provided for under Attachment A, Statement of Work, Specific Tasks.
- 5.3 County shall pay Contractor a firm, fixed rate of \$90 for each Physical Health Disability Assessment completed and a firm, fixed rate of \$300 for each Comprehensive Physical Health Disability Evaluation completed during the term of this Contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the CCA at the address herein provided in Attachment D, County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 Payment to the Contractor will be made in arrears on a monthly basis, at the rates specified in Section 5.3, above, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment (invoice) due with documentation attached supporting the invoice due.

5.5.2 The Contractor shall submit the invoice to the CCA on a monthly basis, within fifteen (15) calendar days after the end of the month in which services were provided. The Contractor shall not be compensated for services that cannot be validated by the County's LEADER System.

5.5.3 The County shall use the LEADER system to validate the Contractor's invoices. Therefore, to ensure accurate and timely payment, it is imperative that the Contractor input data as required in Attachment A, Statement of Work. All invoices under this Contract shall be submitted in two (2) copies to the following address:

Cathy Robinson, County Contract Administrator
Department of Public Social Services
Contract Management Division, Section III
12900 Crossroads Parkway South – East Annex 2nd Fl.
City of Industry, California 91746-3411

5.5.4 The County shall review and authorize payment of invoice as soon as possible after receipt of the Contractor billing. The County will make a reasonable effort to effect payment to the Contractor within thirty (30) days from receipt of an invoice which is accurate as to form and content.

5.5.5 The Contractor shall invoice and the County shall authorize payment only for physical health disability assessments and comprehensive physical health disability evaluations actually completed during the invoice month.

The County shall not authorize payment for any follow-up examination that is required because of the Contractor's recommendation. For invoicing purposes, the Contractor shall clearly identify such reassessments as "*Contractor required follow-up assessments*" and comprehensive reevaluations as "*Contractor required follow-up evaluations.*" However, the County shall authorize payment for any reassessments and reevaluations which result from a referral by the County due to a change in the GR participant's medical condition. For invoice purposes, the Contractor shall clearly identify such reassessments as "*County referred follow-up assessments*" and reevaluations as "*County referred follow-up evaluations.*"

- 5.5.6 The County may delay the last payment due hereunder until six (6) months after the termination of the Contract. The Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.
- 5.5.7 Prior to receiving final payment hereunder, the Contractor shall submit a signed written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Attachment E, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

The County's Contract Administrator is responsible for the day-to-day administration of this Contract. The CCA provides direction to the Contractor in the areas relating to policy, information requirements and procedural requirements. CCA is also responsible for monitoring any and all tasks, deliverables, goods, services and other work provided by or on behalf of the Contractor. The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

The Contractor's Contract Manager is designated in Attachment F - Contractor's Administration. The Contractor's Contract Manager is the individual designated by the Contractor to act as a liaison with the County and shall be responsible for the administration of the Contract operations and for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County's Contract Administrator on a regular basis. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this subparagraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information obtained from County under the Contract in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by

County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment G2.
- 7.5.4 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Attachment G3.
- 7.5.5 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records, and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County DPSS so designated without written authorization from DPSS.

8.0 TERMS AND CONDITIONS

8.1 Assignment and Delegations

- 8.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest

therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of County in accordance with applicable provisions of this Contract.

- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS' express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 Authorization Warranty

Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 Budget Reductions

In the event that the County's Board adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the Contract (including any extensions), and the services to be provided by Contractor under the Contract shall be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in this paragraph, Contractor shall continue to provide all of the services set forth in this Contract.

8.4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally-funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge none of its Subcontractors, at any tier, or any owner, officer partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally-funded contracts. Contractor shall immediately notify County, during the term of this Contract, should it or any of its Subcontractors or any principals of either be

suspended, debarred, ineligible, or excluded from securing federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall complete and sign Attachment C, Required Forms, Ordinances/Policies & Other Forms, Attachment C-15 (Certification Regarding Debarment, Suspension, Ineligibility, and Involuntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76).

8.5 Changes and Amendments

County reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.5.1 For any change which does not materially affect the Scope of Work or any other Term or Condition included under this Contract, a Change Notice shall be prepared and signed by the County Contract Administrator and the Contractor's Contract Manager.
- 8.5.2 For any revision, which materially affects the Scope of Work or any Term and Condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board and the Contractor except as provided in this Section's Subsection 8.6.3 herein below.
- 8.5.3 The DPSS Director may prepare and sign amendments to the Contract without further action by the Board if the amendment is to exercise an option to extend the term of the Contract and the DPSS Director has been given delegated authority for that extension. The DPSS Director may prepare and sign other amendments to the Contract without further action by the Board if each of the following conditions are met:
 - 8.5.3.1 Amendments shall be in compliance with applicable County, State and federal regulations;
 - 8.5.3.2 The Board has appropriated sufficient funds in the DPSS Budget;
 - 8.5.3.3 The amendment is for a decrease or increase in the Maximum Contract Sum for any increases or decreases in services;
 - 8.5.3.4 DPSS shall obtain the approval of County Counsel or designee for an amendment to this Contract; and
 - 8.5.3.5 DPSS Director will file a copy of all amendments with the Executive Office of the County Board and Chief Executive Office within fifteen (15) days after execution of each amendment.

8.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

8.7 Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions as referred in Attachment C, Required Forms, Ordinances/Policies & Other Forms, Attachment C-33 (Background and Resources: California Charities Regulations. The "Non-profit Integrity Act of 2004" [SB 1262, Chapter 919] increased Charitable Purposes Act requirements). Contractor shall complete the certification in Attachment C, Required Forms, Ordinances/Policies, & Other Forms, Attachment C-20 (Charitable Contributions Certification). By requiring Contractors to complete this certification, County seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect County and its taxpayers. By receiving or raising charitable contributions without complying with its obligations under California law, Contractor commits a material breach of this Contract, subjecting it to either Agreement termination or debarment proceedings or both (County Code Chapter 2.202).

8.8 Child/Elder Abuse/Fraud Reporting

- 8.8.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.
- 8.8.2 Child abuse reports shall be made by telephone within twenty-four (24) hours to the Department of Children and Family Services Hotline at (800) 540-4000.
- 8.8.3 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 8.8.4 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County within three (3) business days.

8.9 Complaints

- 8.9.1 Within fifteen (15) business days after the Contract effective date, Contractor shall provide the CCA with Contractor's policy for receiving, investigating, responding and resolving Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation applicant/participant and community complaints, including Civil Rights complaints. The Contractor shall designate a Complaint Liaison to coordinate responses on complaints.

8.9.2 Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints as follows:

- a. County will review Contractor's policy and provide Contractor with County Contract Administrator (CCA) approval of said plan or with requested changes.
- b. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.
- c. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to CCA for approval before implementation.
- d. Contractor shall preliminarily investigate all complaints and notify CCA of the status of the investigation within five (5) business days of receiving the complaint.
- e. When complaints cannot be resolved informally, Contractor shall develop a system of follow-through which adheres to formal plans for specific actions and strict time deadlines.
- f. Copies of all written responses shall be sent to CCA within three (3) business days of mailing to the complainant.
- g. Process Civil Rights complaints by allowing the participant to file a Civil Rights complaint via the PA 607, Complaint of Discriminatory Treatment form with Contract Manager, with County staff/contracted staff, with staff at the State/federal levels or directly with DPSS' Civil Rights & Customer Relations Section at (562) 908-8501. A thorough review and response to these complaints is necessary to ensure corrective action is taken.

8.10 Completion of Contract

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by County), Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current operation without additional costs to County. Contractor shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

8.11 Compliance with Applicable Law

- 8.11.1 Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.11.2 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including any liability, damages, costs, and expenses, including defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its employees, agents,

or Subcontractors of any such laws, rules, regulations, ordinances or directives.

8.12 Compliance with Auditor-Controller Contract Accounting and Administration Handbook

Contractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook which is incorporated herein by reference and available at: www.ladpss.org/dpss/contracts.

8.13 Compliance with Civil Rights Law

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are non-discriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. Contractor shall sign and adhere to the "Bidder's/Offeree's Non-Discrimination in Service Statement" and "Contractor's Equal Employment Opportunity (EEO) Certification."

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Right Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and Subcontractors. They include, but are not limited to the following:

- 8.13.1 Ensuring that public contact staff attends the mandatory DPSS-provided Civil Rights training;
- 8.13.2 Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the Contractor already has in place. (Note: Similar forms that the Contractor uses shall have DPSS approval prior to its use.
- 8.13.3 Ensuring that notices sent to participants are in their respective designated/preferred language;
- 8.13.4 Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- 8.13.5 Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;

- 8.13.6 Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- 8.13.7 Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

8.14 Compliance with County's Jury Service Program

8.14.1 Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code a copy of which is attached as Attachment C, Required Forms, Ordinances & Policies and Other Forms, Attachment C-29 (Contractor Employee Jury Service Ordinance) and incorporated by reference into and made a part of this Contract. Contractor shall complete and sign Attachment C, Required Forms, Ordinances & Policies and Other Forms, Attachment C-18 (County of Los Angeles Contractor Employee Jury Service Program Certification).

8.14.2 Written Employee Jury Service Policy

- a. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual Jury Service. The policy may provide that employees deposit any fees received for such Jury Service with Contractor or that Contractor deducts from the employee's regular pay the fees received for Jury Service.
- b. For purposes of this Subsection, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County; or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform

Services for County under this Contract, Subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to this Contract.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion that Contractor demonstrates to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Subsection of this Contract shall constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.15 Conflict of Interest

- 8.15.1 No County employee whose position with County enables such employee to influence the award or conduct of this Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of, nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in County's approval, or ongoing evaluation of such work, or in any way attempt to influence County's approval or ongoing evaluation of such work.
- 8.15.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection shall be a material breach of this Contract.

8.16 Consideration of Hiring County Employees Targeted for Layoff and/or Re-Employment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give **first consideration** for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Contract.

8.17 Consideration of Hiring Greater Avenues for Independence (GAIN)/GROW Program Participants

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for such employment openings to participants in County's DPSS GAIN Program or GROW Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration shall mean that Contractor shall interview qualified candidates. County will refer GAIN/GROW Participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW Participants are available for hiring, County's employees shall be given first priority. Contractor shall complete and sign Attachment C, Required Forms, Ordinances & Policies and Other Forms, Attachment C-17 (Attestation of Willingness to Consider GAIN/GROW Participants).

8.18 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.19 Contractor's Indemnification of County

Contractor shall indemnify, defend, and hold harmless County its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's, Contractor's agents', employees' or Subcontractors' acts or omissions arising from and/or related to this Contract.

8.20 Contractor's Responsibility and Debarment

8.20.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible Contractors.

8.20.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Attachment C, Required Forms, Ordinances & Policies and Other Forms, Attachment C-30 (Title 2, Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance), if County acquires information concerning the performance of Contractor on this Contract or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five (5) years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.20.3 Non-responsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (i) violated any term of an agreement with County or a non-profit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an agreement with County or any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

8.20.4 Contractor Hearing Board

- a. If there is evidence that Contractor may be subject to debarment, DPSS will notify Contractor of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

- d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- e. Contractor Hearing Board will consider a request for review of a debarment determination only where: (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

8.20.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.21 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.21.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.21.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC

Section 653a) and California Unemployment Insurance (Code Section 1088.5), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.22 County's Quality Assurance Plan

County or its agent will evaluate the Contractor's performance under this Contract on, no less than, an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and Performance Requirements Standards in Attachment A, Statement of Work, Technical Attachment C-1B (Performance Requirement Summary Chart). Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other remedies as specified in this Contract.

8.23 Covenant Against Fees

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.24 Damage to County Facilities, Buildings or Grounds

- 8.24.1 Subject to prior County approval by CCA, Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees, Subcontractors or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.24.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct all such additional costs from any amounts due to Contractor from County, whether under this Contract or otherwise at its option, deduct such costs from any amounts due to Contractor from County.

8.25 Disclosure of Information

Contractor shall not disclose any details in connection with this Contract to any party or entity, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, County will not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

- 8.25.1 Contractor shall develop all publicity material in a professional manner.
- 8.25.2 During the course of performance on this Contract, the Contractor, its employees, agents, and Subcontractors shall not publish or disseminate any commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of DPSS' Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS. County shall not unreasonably withhold written consent.
- 8.25.3 Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 11.28 shall apply.

8.26 Disputes

Contractor and DPSS agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subsection hereunder.

Contractor and DPSS agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance by either DPSS or Contractor which DPSS determines should be delayed, as a result of such dispute.

If Contractor fails to continue, without delay, its performance hereunder which County determines should not be delayed as a result of such dispute, then any additional costs which may be incurred solely by Contractor or by County as a result of Contractor's failure to continue to perform shall be borne solely by Contractor. Contractor shall make no claim whatsoever against County for such Contractor incurred costs.

Dispute Resolution Procedures

Any disputes between County and Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA.

In the event that CCA is unable to resolve the dispute within a reasonable time, then the matter shall immediately be submitted to the County Contract Director for further consideration and discussion to attempt to resolve the dispute.

In the event that the dispute cannot be resolved within a reasonable time then, the matter shall immediately be submitted to Contractor's President or Chief Executive Officer and to County's DPSS Director for further consideration and discussion to attempt to resolve the dispute mutually.

However, the dispute shall be ultimately resolved by the County DPSS Director with his decision being final.

8.27 Employee Safety

Contractor must assure that Contractor's employees:

- 8.27.1 Are covered by an effective Injury and Illness Prevention Program.
- 8.27.2 Receive all required general and specific training on employee safety.

8.28 Employment Eligibility Verification

Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including the Immigration Reform and Control Act of 1986 (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.29 Federal Fair Labor Standards Act

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including wages, overtime pay, liquidated damages, deductions, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, FLSA, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.30 Force Majeure

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the County shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

8.31 General Insurance Requirements

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.31 and 8.36 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.31.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Cathy Robinson, County Contract Administrator
Department of Public Social Services
Contract Management Division, Section III
12900 Crossroads Parkway South – East Annex 2nd Fl.
City of Industry, California 91746-3411

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.31.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.31.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.31.4 Failure to Maintain Coverage

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.31.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.31.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.31.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this

Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.31.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.31.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.31.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.31.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.31.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.31.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups,

pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.31.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.32 Governing Law, Jurisdiction and Venue

- 8.32.1 This Contract shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California.
- 8.32.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.
- 8.32.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

8.33 Governmental Observations

Federal, State, and/or County, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor performance.

8.34 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.35 Independent Contractor Status

- 8.35.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.35.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

- 8.35.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.36 Insurance Coverage Requirements

- 8.36.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.36.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.36.3 Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.36.4 Unique Insurance Coverage

Sexual Misconduct Liability Coverage should be required when the contract work involves care or supervision of children, seniors and other vulnerable persons. This may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport, and security services.

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.36.5 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.37 Limitation of Liability of County

County will not be liable for consequential, incidental, indirect, special, exemplary, or punitive damages, even if advised of the possibility of such damages and regardless of the form in which any action is brought.

8.38 Liquidated Damages

If, in the judgment of the DPSS Director, or his designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the DPSS Director, in a written notice describing the reasons for said action.

8.38.1 If County determines that there are deficiencies in the performance of this Contract the County deems are correctable by the Contractor over a certain time span, County will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances

a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment A, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and (c) upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.38.2 The action noted in Subsection 8.38 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.38.3 This subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.39 Local Small Business Enterprise Preference Program

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as specified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining and retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

8.39.1 Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

8.39.2 In addition to the amount described above in Paragraph (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and

- 8.39.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determination of Contractor Non-Responsibility and Contractor Debarment.)

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award.

8.40 Most Favored Public Entity

If Contractor's prices decline, or should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality or district of the State at prices below those set forth in this Contract, such lower prices shall be immediately extended to County.

8.41 Non-discrimination and Affirmative Action

- 8.41.1 Contractor certifies and agrees that all persons employed by its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall certify to, and comply with the provisions of this Section's Subsection 8.14 (Compliance with Civil Rights Law). Contractor shall certify and sign Attachment C, Required Forms, Ordinances & Policies and Other Forms, Attachment C-13 (Proposer's EEO Certification) and Attachment C-14 (Proposer's Non-discrimination in Services Certification).
- 8.41.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.41.3 Contractor certifies and agrees that it shall deal with its Subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status, or political affiliation.
- 8.41.4 Contractor certifies and agrees that its employees, its affiliates, subsidiaries, and holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

81.41.5 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Subsection when so requested by County.

8.41.6 If County finds that any of the provisions of this Subsection have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.41.7 The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation Liquidated Damages pursuant to California Civil Code Section 1671 in lieu of terminating or suspending this Contract.

8.42 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.43 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing, unless stated otherwise, and shall be hand delivered with signed receipt or mailed by prepaid first-class registered or certified mail, priority overnight, postage prepaid, addressed to the parties as identified in Attachment C, Required Forms, Ordinances & Policies and Other Forms, Attachment C-11 (County's Administration) and Attachment C-12 (Contractor's Administration). Addressees may be changed by either party upon ten (10) days prior written notice thereof to the other party. CCA or his representative, or County Contract Director or his representative may issue all notices or demands, which are required or permitted by County under this Contract.

8.43.1 Notices of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five (5) business days prior notice to the Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and the County.

8.43.2 Notices of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.43.3 Notices of Disputes

Contractor shall bring to the attention of the CCA any dispute between the DPSS and the Contractor regarding the performance of services as stated in this Contract. Written notices shall be sent notifying the Contractor of the progress of the dispute resolution process until a final determination is made.

8.43.4 Notices of Termination

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

8.44 Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Attachment C, Required Forms, Ordinances & Policies and Other Forms, Attachment C-34 (Internal Revenue Service Notice 1015).

8.45 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment C, Required Forms, Ordinances & Policies and Other Forms, Attachment C-35 (Safely Surrendered Baby Law) and is also available on the Internet at www.babysafela.org for printing purposes.

8.46 Ownership of Data/Equipment

- 8.46.1 County shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by Contractor pursuant to this Contract.
- 8.46.2 County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

8.47 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year following its termination or expiration, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists to any hiring initiated through a public announcement.

8.48 Proprietary Rights

All materials, data and other information of any kind obtained from County and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this subsection shall survive the expiration or other termination of this Contract.

- 8.48.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information. County shall not require Contractor to provide any technical information that is proprietary to it, except as is requested by County to successfully complete the services under the Contract.
- 8.48.2 County shall not require Contractor to provide any information that is proprietary to it; provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "Proprietary" and County shall limit reproduction and distribution to the minimum extent consistent with County's need for such information, and, when County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

8.49 Public Records Act

Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Subsection 11.53 (Record Retention and

Inspection/Audit Settlement); as well as those documents which were required to be submitted in response to the RFSI used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those defined in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including those so marked if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents, of a bid marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.50 Records

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Subsection 11.53 (Records Retention and Inspection/Audit Settlement), herein below.

8.51 Record Retention and Inspection/Audit Settlement

Unless otherwise required by federal and State regulations, Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract (e.g., books, documents, medical, financial) and case files at a central facility for five (5) years after the termination of this Contract or until all audits are completed, whichever is later. The length of time maintaining and storing case files may be longer based on other government statutes, codes and/or other regulatory authority requirements. Contractor agrees that County, or its Authorized Representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract.

All such material, including, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.51.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor

or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.51.2 Failure on the part of Contractor to comply with any of the provisions of this Subsection shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.51.3 If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, Authorized Representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the maximum contract amount or the funds appropriated by County for the purpose of this Contract.

8.51.4 In addition to the above, Contractor agrees should County or its Authorized Representatives determine, in County's discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its Authorized Representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts.

Contractor further acknowledges that the foregoing requirement in this Subsection relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless

County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.52 Recycled Bond Paper

Consistent with the Board's policy to reduce the amount of solid waste deposited at County's landfills, Contractor agrees to use recycled content paper to the maximum extent possible on this Contract.

8.53 Removal of Personnel

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. Any Contractor employee/ worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

8.54 Rules and Regulations

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.55 Shred Documents

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/ papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Subsection 11.53 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

8.56 Survival

The following provisions of this Contract shall survive its expiration or termination for any reason:

Section 1.0 (Applicable Documents), Subsection 1.2 (Construction of Terms),
Section 5.0 (Contract Sum),

Section 8.0 (Terms and Conditions),
Subsection 8.12 (Compliance With Applicable Law),
Subsection 8.18 (Consideration of Hiring County Employees Targeted for Lay-off),
Subsection 8.19 (Consideration of Hiring GAIN/GROW Program Participants),
Subsection 8.22 (Contractor's Indemnification of County),
Subsection 8.31 (Employment Eligibility Verification),
Subsection 8.32 (Federal Fair Labor Standards Act),
Subsection 8.34 (Governing Law, Jurisdiction and Venue),
Subsection 8.36 (General Insurance Requirements),
Subsection 8.38 (Insurance Coverage Requirements),
Subsection 8.39 (Limitation of Liability of County),
Subsection 8.43 (Non-discrimination and Affirmative Action),
Subsection 8.49 (Prohibition Against Inducement or Persuasion),
Subsection 8.53 (Record Retention and Inspection/Audit Settlement),
Subsection 8.56 (Survival),
Subsection 8.57 (Termination for Breach of Warranty to Maintain Compliance
with County's Child Support Compliance Program),
Subsection 8.58 (Termination for Breach of Warranty to Maintain Compliance
with County's Defaulted Property Tax Reduction Program)
Subsection 8.59 (Termination for Convenience),
Subsection 8.60 (Termination for Default),
Subsection 8.61 (Termination for Improper Consideration),
Subsection 8.62 (Termination for Insolvency),
Subsection 8.63 (Validity),
Subsection 8.64 (Waiver),

In addition, any other Sections, Paragraphs or Subsections of or Attachments to this Contract that by their nature may reasonably be presumed to survive any termination or expiration of this Contract, shall so survive.

8.57 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Subsection shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subsection 11.62 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.58 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.72 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.59 Termination for Convenience

- 8.59.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.59.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.59.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 11.51, Record Retention & Inspection/Audit Settlement.

8.60 Termination for Default

- 8.60.1 County may, by written notice to Contractor, terminate in whole or in any part of this Contract if, in the judgment of the DPSS Director:
 - a. Contractor has materially breached this Contract;
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to Attachment B, Statement of Work; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize) after receipt of written notice from County specifying such failure.
- 8.60.2 In the event that County terminates this Contract, in whole or in part as provided in this Subsection, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall

continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.

- 8.60.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subsection 11.60.2 above, if its failure to perform this Contract arises solely out of causes beyond the control and without any fault or negligence of Contractor. Such causes may include acts of God or the public enemy, acts of County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor, and if such default arises solely out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs unless the goods or services to be furnished by Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subsection, the terms "Subcontractor" and "Subcontractors" mean subcontractor(s) at any tier.
- 8.60.4 If, after County has given notice of termination under the provisions of this Subsection, it is determined by County that Contractor was not in default under the provisions of Subsection 11.62 (Termination for Insolvency), or that the default was excusable under the provisions of Subsection 11.62.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 11.59 (Termination for Convenience).
- 8.60.5 The rights and remedies of County provided in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.61 Termination for Improper Consideration

- 8.61.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.61.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.61.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

8.62 Termination for Insolvency

8.62.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if Contractor has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- c. The appointment of a receiver or trustee for Contractor; or
- d. The execution by Contractor of a general assignment for the benefit of creditors.

8.62.2 The rights and remedies of County provided in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.63 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

8.64 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated, or only limited amounts are appropriated, then this Contract is subject to partial or full termination as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify Contractor of any such funding limitation at the earliest possible date.

8.65 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.66 Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.67 Warranty Against Contingent Fees

8.67.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor, for the purpose of securing business.

8.67.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.68 Warranty for Services

Contractor warrants that all services performed hereunder will comply with Attachment B, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time services are performed.

8.69 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Philip L. Browning
Director

CONTRACTOR:

(Name)

By: _____
(Name)

Title

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL

By _____
David Beaudet, Senior Deputy County Counsel

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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

STATEMENT OF WORK

1.0 SCOPE OF WORK OVERVIEW

The purpose of the Physical Health Disability Assessment is to provide an enhanced medical disability assessment performed by County-approved Contractor(s).

Contractor will execute physical health disability assessment services by way of a physical exam that will assess the disability of General Relief (GR) participants and identify an appropriate program path which the participant is referred for continued services. Program paths must include one of the following:

- a. Designation of employable and referral to employment services.
- b. Designation of temporarily unemployable.
- c. Designation of permanently unemployable.
- d. Designation of unemployable with accommodations.
- e. Designation of employable with accommodations.

The purpose of the Comprehensive Physical Health Disability Evaluation is to provide comprehensive physical health disability evaluations performed by County-approved Contractor(s). For this Contract, permanently disabled refers to a physical impairment or combination of impairments that causes marked and severe functional limitations, that can be expected to cause death or that has lasted or can be expected to last for a continuous period of not less than 12 months. A comprehensive physical health disability evaluation would be performed for permanently disabled participants in need of additional documentation to support their Supplemental Security Income (SSI) applications.

The Contractor shall:

- a. Demonstrate a clear understanding of the targeted population and its needs.

Los Angeles County has fourteen (14) GR Districts, which will require physical health disability assessment and comprehensive physical health disability evaluation services.

- b. Provide General Relief (GR) Physical Health Disability Assessment Services and GR Comprehensive Physical Health Disability Evaluation Services in the form described in this Statement of Work and in the Technical Exhibits hereunder.
- c. Provide all, except for those items listed in Section 2.2 (County Furnished Items), personnel, materials, supervision and other items or services necessary to provide Physical Health Disability Assessment Services and to complete Comprehensive Health Evaluation Services for GR applicants/participants.
- d. Perform to or exceed the standards in Technical Exhibit 1, Performance Requirements Summary. On an annual basis, the County requires Contractor to achieve a physical health disability assessment completion rate of 100% and a comprehensive physical health disability evaluation completion rate of 100%.

Performance standards, particularly those that apply to completion, referral and approval rates, are subject to revision by the County. The County recognizes that significant changes in Social Security Administration (SSA) regulations or in the composition of the DPSS participant population could significantly impact the Contractor's ability to achieve or exceed the performance standards.

Contractor for GR Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services shall work collaboratively with the GR Program staff, District staff, and SSI Advocates.

Contractor will fully comply with all applicable requirements of the GR Program – all regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided notice as it relates to GR participants.

Contractor will ensure that all services furnished through this Contract meet the language needs of the population served.

1.1 Physical Health Disability Assessment

Contractor is to implement a medical assessment process, in which a physical examination will be administered, the disabilities of indigent adults will be identified and documented, a determination of disability status and recommendations of additional needed services will be made for the disabled participants. In working with GR participants, the Contractor shall establish medical evidence based not only on the individual's statement of symptoms, but also upon a medical assessment that includes the results of a physical health examination, review of medical history, signs, symptoms, and laboratory findings.

1.2 Physical Health Disability Assessment Write – Up

Contractor will collaborate with the County and any other Contractors to develop a single Countywide physical health disability assessment tool. The physical health disability assessment write-up will include, but is not limited to, documentation of GR applicant/participant's medical history, make medical observations, a prognosis, disability status recommendation, and service referral(s).

The assessment write-up should include a narrative of the preliminary physical exam findings, a disability status determination, and a narrative supporting the disability status determination. The disability status determination narrative must capture the following:

- a. Observation of applicant's/participant's overall appearance, general health and behavior;
- b. Assess health history (adult illness, injuries, operations, hospitalization, medications, allergies, family history, etc.);
- c. Identify actual and potential health problems;
- d. Perform physical examination;
 - ✓ Measurement of height and weight;
 - ✓ Recording of vital signs (pulse, breathing rate, body temperature, and blood pressure);
 - ✓ Examine skin, head, eyes, ears, nose and sinus, mouth and throat, neck, back, breast and armpits, if applicable to patient's needs;
 - ✓ Perform a breast exam and pap test (for women), if applicable;
 - ✓ Examine abdomen, liver, kidneys, lungs, heart, and legs, if applicable;
 - ✓ Examine musculoskeletal system, neurological system and any systems that would confirm the health professional's evaluation of person's ailment, if applicable;
- e. Allow minimal lab work and x-rays to substantiate illnesses, medical conditions or health problem, if applicable;
- f. Other, as determined by physician; and
- g. Provide, verify or confirm the following information:
 - ✓ Need for a Mental Health Assessment, if appropriate.
 - ✓ Referral provided to the Department of Health Services or other health care provider, if appropriate
 - ✓ Name of hospital, clinic, other provider (current or past treating physician of permanent disability condition), if appropriate.
 - ☐ Hospitalization
 - ☐ Outpatient Treatment
 - ☐ Counseling
 - ✓ SSI Determination
 - ☐ Potentially SSI Eligible? ☐ Yes ☐ No
 - ☐ Has patient applied/received SSI/SSP? ☐ Yes ☐ No
 - ✓ Physical Health Disability Assessment disposition
 - ☐ Client is assessed as permanently disabled
 - ☐ Client is assessed as temporarily disabled. Include recovery period.
 - ☐ Client is assessed as disabled, but volunteers to work with accommodations. List physical accommodations needed for employment or medical restrictions.

- ☐ Client can work, employable.
- ☐ Client is assessed as having limitations, but can work with accommodations, referred to as employable with accommodations.
- ✓ Participant willing to work ☐ Yes ☐ No
- ✓ Diagnostic Impression:
 - ☐ Drug or Alcohol Abuse
 - ☐ Developmentally Disabled
 - ☐ Other Medical Problems (explain)
- ✓ Limited or no assessment services provided because:
 - ☐ Client refused services
 - ☐ No services needed (explain)
 - ☐ Other reason (explain)

The physical health disability assessment write-up is to be provided to DPSS via United States Postal Service (USPS) mail, electronic scanning, or system upload (depending on program capability) with completion of client's authorization to release medical assessment information.

1.3 Comprehensive Physical Health Disability Evaluation

Contractor is to implement the comprehensive physical health disability evaluation services component, which includes an extensive approach to thoroughly identifying, documenting and providing evidentiary support of the medical conditions and diagnoses, prognoses, and functional limitations of permanently disabled indigent adults, and retrieve medical history and treatment of current ailments for participants who have applied for or intend on applying for SSI. Referrals for the comprehensive physical health disability evaluation will be initiated by the County.

1.4 Comprehensive Physical Health Disability Evaluation Write-Up

Contractor will collaborate with the County and any other Contractors to develop a single Countywide comprehensive physical health disability evaluation tool. Comprehensive Physical Health Disability Evaluation write-up must substantiate and provide the medical evidence required to support the GR applicants/participants' permanent disability claim and their application for SSI benefits. The comprehensive physical health disability evaluation write-up shall include but not be limited to, thorough documentation of an in-depth medical history and physical; medical observations; diagnosis; prognosis; specialized examinations; laboratory findings; recommended treatment, and written letters to SSA that describe participants' disabling condition(s), physical impairments, and functional limitations in support of participants' SSI applications.

The comprehensive physical health disability evaluation write-up must include a copy of the completed tool designed to capture the following:

- a. Assess health history (adult illness, injuries, operations, hospitalization, medications, allergies, family history, etc.);
- b. Identify actual and potential health problems;
- c. Perform physical examination;
 - ✓ Measurement of height and weight;

- ✓ Recording of vital signs (pulse, breathing rate, body temperature, and blood pressure);
- ✓ Examine skin, head, eyes, ears, nose and sinus, mouth and throat, neck, back, breast and armpits, if applicable;
- ✓ Perform a breast exam and pap test (for women), if applicable;
- ✓ Examine abdomen, liver, kidneys, lungs, heart, and legs, if applicable;
- ✓ Examine musculoskeletal system, neurological system and any systems that would confirm the health professionals evaluation of person's ailment, if applicable;
- d. Allow lab work and x-rays to substantiate medical conditions or health problems, if applicable;
- e. Other, as determined by physician; and
- f. Provide, verify or confirm the following information:
 - ✓ Need for a Mental Health Assessment or Comprehensive Mental Health Evaluation, if appropriate.
 - ✓ Referral provided to the Department of Health Services, or other health care provider, if appropriate.
 - ✓ Name of hospital, clinic, other provider (current or past treating physician of permanent disability condition), if applicable.
 - ☐ Hospitalization
 - ☐ Outpatient Treatment
 - ☐ Counseling
 - ✓ SSI Determination
 - ☐ Potentially SSI Eligible? ☐ Yes ☐ No
 - ☐ Has patient applied/received SSI/SSP? ☐ Yes ☐ No
 - ✓ Limited or no comprehensive physical health disability evaluation services provided because:
 - ☐ Client refused services
 - ☐ No services needed (explain)
 - ☐ Other reason (explain)

The comprehensive physical health disability evaluation write-up is to be provided to the DPSS SSI Advocate via U.S. Mail, electronic scanning, or system upload (depending on program capability) with completion of client's authorization to release medical assessment information.

1.5 Caseload Characteristics

The caseload is exclusively needy adults who are ineligible for State or federal cash assistance. An average GR case consists of one person, living alone, with no income or resources. The maximum monthly GR grant is \$221.

The GR caseload includes the following employability status classifications. An employability status classification determines which program path an individual will be assigned during his/her participation in the GR Program, and may be designated based on the outcome of the Physical Health Disability Assessment

Employable (E)

Individuals are designated employable through self-declaration or through a physical health disability assessment by contracted medical providers. Individuals determined to be employable are required to participate in the

General Relief Opportunities for Work (GROW) program, designed to help them find employment. Employables may receive GR for nine months in any 12 month period, provided they continue to comply with GROW requirements.

Employable with Accommodations/Restrictions (E)

Individuals are designated employable with accommodations/restrictions through a physical health disability assessment by contracted medical providers. Individuals determined to be employable with accommodations/restrictions are required to participate in the General Relief Opportunities for Work (GROW) program, designed to help them find employment. Individuals who are designated as employable with accommodations may receive GR for nine months in any 12 month period, provided they continue to comply with GROW requirements.

Temporarily Unemployable (U)

Individuals are designated temporarily unemployable if their disability is determined to last for a period of less than twelve months through a physical health disability assessment by a contracted medical provider. GR eligibility for temporarily unemployable individuals is not time limited, nor are they required to participate in GROW.

Permanently Unemployable (U)

Individuals are designated permanently unemployable if their disability is determined to last for a period of twelve months or more through a physical health disability assessment by contracted medical providers. GR eligibility for permanently unemployable individuals is not time-limited, nor are they required to participate in GROW. Permanently unemployable, disabled individuals must apply for SSI and are referred to an SSI Advocate for assistance.

Unemployable with Accommodations (U)

Individuals are designated unemployable with accommodations through a physical health disability assessment by contracted medical providers, but volunteer to participate in GROW with accommodations. GR eligibility for individuals determined unemployable with accommodations/restrictions is not time limited, nor are they required to participate in GROW. However, these individuals may volunteer to participate in GROW.

The following employability status classifications are provided for informational purposes only. Designation to these employability status classifications will not be determined by the Physical Health Disability Assessment Contractor.

Needs Special Assistance (NSA)

Individuals with mental disabilities are designated as Needs Special Assistance (NSA). NSAs are given priority treatment in the District Office and are exempt from most GR requirements. GR for NSAs is not time limited, nor are they required to participate in GROW. However, NSA can also be employable with accommodations. Evaluation of mental disability is conducted by Department of Mental Health (DMH) or Adult Protective Services (APS) staff, who are collocated in GR Districts. If a medical physician identifies a GR participant as having a mental health disability, the health service provider is to inform the Eligibility Worker (EW). The EW will refer the participant to DMH for a mental

health disability assessment. If the GR participant is assessed to be permanently mentally disabled, the participant will be referred to the DPSS SSI Advocate for assistance with completing his/her SSI application.

Administratively Unemployable (AU)

Individuals with circumstances that prevent them from seeking employment, other than physical or mental disabilities, may be designated Administratively Unemployable (AU). For example, an AU designation may be assigned because an individual provides full time care to an incapacitated family member, is pregnant, or is 65 years of age or older. GR eligibility is not time-limited for AUs, nor are they required to participate in GROW.

As of January 2011, the estimated caseload is as follows:

Participants Approximate Caseload Percentage

| | |
|---|------------------------|
| Employable (E) | 40% of GR population |
| Unemployable (U) | 60% of GR population |
| Need Special Assistance (mental health) | 23% of GR U population |
| Administratively Unemployable | 14% of GR U population |
| Permanently Unemployable | 13% of GR U population |
| Temporarily Unemployable | 50% of GR U population |
| Males | 67% of GR population |
| Females | 33% of GR population |

1.6 Caseload Projections

In preparing for the delivery of Physical Health Disability Assessment services and Comprehensive Physical Health Disability Evaluation services, the County agrees to provide the Contractor with existing caseload data as displayed the Statement of Work. The County shall provide caseload projections for the subsequent contract year.

The projections are the best available estimates of the workload the Contractor can expect to experience for the first contract year. These projections by no means guarantee that the Contractor will receive this number of cases.

1.7 Pre-Implementation

1. No later than thirty (30) calendar days prior to implementation of the Contract, the Contractor shall provide to the County for approval, the location where services will be provided at the Contractor's facility(ies). The Contractor's facility(ies) shall be accessible and within one hour's travel time by public transportation from the Contractor's site to the GR District Office(s).
2. The Contractor shall provide to the County, for approval, no later than fifteen (15) calendar days prior to the start of the Contract, a copy of all tools, forms and charts to be used for the GR Physical Health Disability Assessment Recommendation and GR Comprehensive Health Evaluation Recommendation and forms which will be given to, or signed by the GR

applicant/participant. Copies of any proposed changes shall be submitted to the County, for approval, prior to implementation.

3. The Contractor shall provide the County, no later than ten (10) calendar days following execution of the Contract and monthly thereafter, with the designated number and appointment times per day available for GR Physical Health Disability Assessment Services and GR Comprehensive Physical Health Disability Evaluations for the County's automated appointment scheduling system.

2.0 Responsibilities

2.1 Key County Personnel

A. County Contract Administrator (CCA):

The County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County and shall:

1. Have full authority to monitor the Contractor's performance in the daily operation of this Contract.
2. Provide direction/serve as liaison to the Contractor in areas relating to policy, information and procedural requirements.
3. Negotiate with the Contractor on changes in service requirements.
4. The County will inform the Contractor of the name, address and telephone number of the CCA, in writing, at the time this Contract is awarded, and at any time thereafter a change of CCA is made.
5. Not be authorized to make any changes in the Standard Terms and Conditions of the Contract or to obligate the County in any way whatsoever.
6. Monitor the Contractor's performance under the Contract using the quality assurance procedures established in Technical Attachment X-X, Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract.
7. Ensure that services, requirements and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract.

B. Contract Monitor(s)

County shall provide Contract Monitor(s) that may monitor all provisions under the Contract. Monitoring includes Administrative Monitoring primarily involving the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and Performance Requirement Standards.

2.2 County Furnished Items

All County furnished items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract. The County shall provide no materials, equipment, and/or services necessary to perform physical

health disability assessments and comprehensive physical health disability evaluations, except as identified below.

A. Information Technology

The County will provide, or cause to be provided, at no cost to the Contractor, the following Information Technology:

1. Access to the LEADER Computer System for each Contractor site, as deemed necessary by the County for input, inquiry and update.
2. Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
3. Any additional IT resources deemed necessary by the County.

Contractor must maintain the security and integrity of the LEADER computer systems by having up-to-date LEADER Computer System User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

The County must evaluate and approve all software or tools used in the operation or support of the GR Physical Health Disability Assessment activity and GR Comprehensive Physical Health Disability Evaluation activity. All approved software must be compatible with County standards and hardware and software standards.

B. Space

Based on the availability of space, the County may provide space for a mobile medical unit at some of the DPSS District parking lots that can be used to perform the GR Physical Health Disability Assessments and GR Comprehensive Physical Health Disability Evaluations.

C. Training

County will provide initial training to Contractor staff, which will include the following, if applicable:

1. Overview of GR Program
2. LEADER System Training

The County may add mandatory trainings of all Contractor staff, as deemed necessary by the County. Subsequent to initial hiring, Contractor will be responsible for providing orientation and LEADER training for Contractor staff on an ongoing basis.

D. Transportation

The County will provide GR participants with round-trip bus tokens (and cash transfer, if necessary) for Physical Health Disability Assessments, meetings with the SSI Advocate, Comprehensive Physical Health Disability Evaluations and/or to attend SSI-related appointments.

2.3 Materials

The County shall supply to the Contractor:

- a. DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide
- b. Applicable DPSS Policies
- c. A supply of Civil Rights Complaint forms, PA 607 (for use by participants in reporting civil rights complaints), and all other County-required forms in the various Threshold Languages
- d. Required Posters
- e. Materials and videos for staff training, if applicable
- f. DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring contracted staff under this Contract.

2.4 Contractor Personnel

A. Contract Manager

The Contractor will provide a Contract Manager and alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made. Specifically, the Contract Manager or his/her alternate shall:

1. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
2. Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
3. Be able to read, write, speak, and understand English fluently
4. Provide administrative supervision and management oversight of the Physical Health Disability Assessment Team and Comprehensive Physical Health Disability Evaluation Team;
5. Prepare and submit reports, invoices and other DPSS-requested documentation;
6. Oversee all Physical Health Disability Assessment activities, Comprehensive Physical Health Disability Evaluation activities and contract/performance and requirements;
7. Monitor and ensure contract compliance;
8. Ensure that appropriate supervision and oversight is provided to all staff providing services under this Contract; and
9. Respond to and resolve crisis and emergency situations related to physical health disability assessment services, comprehensive physical health disability evaluation services and GR applicants/participants.

B. Other Contractor Personnel

For the purpose of this Contract, licensed health care professional is defined as a physician, physician assistant, psychiatrist, psychiatric clinician, and/or

nurse practitioner providing health care services. Such persons shall be licensed health care professionals and all of their health care entries, physical health disability assessments and comprehensive physical health disability evaluations shall be signed- off by a physician according to standard practice procedures established by federal and State requirements and medical board guidelines.

Contractor shall provide qualified health care practitioners that are responsible for the primary health care activities and duties outlined in this Contract.

1. Contractor shall be required to provide and assign to each of the Contractor facilities, at least one (1) Registered Nurse (LVN) and one (1) Supervising Physician from 8:00 a.m. to 5:00 p.m. Monday through Friday.

C. Contractor Operations and Services Staff

The Contractor will:

1. Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Contractor shall maintain all employees' signatures on file re: conflict of interest. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case and disability related documents.
2. Be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the CCA.
3. Furnish supervisory, administrative and direct labor personnel to accomplish all work required by the Contract.
4. Provide culturally sensitive staff for all public contact positions.
5. Ensure all Contractor personnel meet the minimum requirements listed in the Contract.
6. Have an active recruitment program that will ensure staff turnover is promptly addressed.

The Contractor shall provide and ensure there is sufficient staff, including bilingual personnel with the professional background, training and experience to provide the services required by this Contract.

2.5 Contractor Furnished Items

A. Equipment/Supplies

The Contractor shall provide training materials, supplies and equipment necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the Contractor by the Contract. The Contractor shall also provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, software, Internet and e-mail access and other program-related items, as required by the County. Equipment and any and all fixed assets purchased with Contract funds will be considered County property and shall be returned to the County upon Contract termination/expiration. All purchases must be reported to the County for tracking purposes.

B. Security

The Contractor shall meet any security measures as required by the County. The County must approve the Contractor's security measures.

C. Materials

The Contractor shall post in each Contractor facility, where they are easily accessible to employees and GR participants, Equal Employment Opportunity (EEO), State-approved Non-discrimination in Services notices, and any other required notices, per instructions of the CCA. The CCA shall provide the notice to Contractor.

E. Training

Contractor shall ensure that Physical Health Disability Assessment Services staff and Comprehensive Physical Health Disability Evaluation staff is provided appropriate training prior to performing services under this Contract. Contractor shall work with DPSS on training issues related to the Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation. At minimum, Contractor personnel topics shall include, but are not limited to disability documentation and documentation completion.

The Contractor shall also furnish the following trainings:

- a. Child abuse, elder abuse, the California Safely Surrendered Baby Law, cultural awareness, and Civil Rights training for the Contractor's staff who have direct contact with the GR participants to the extent the training has not been given by the County.
- b. Employee orientation and in-service training for all staff that have direct contact with GR participants. Such training will cover all aspects of the contracted services.
- c. Training to Contractor staff on issues relating to timely processing of referrals, regular contact and follow-up with GR applicants/participants. Training shall be provided upon request by DPSS staff.

F. Facilities and Maintenance

The Contractor shall provide all sites for GR Physical Health Disability Assessment Services and GR Health Comprehensive Physical Health Disability Evaluations. Information and maps regarding the GR Offices and Boundaries are identified in Technical Exhibit 5.

Contractor shall provide all furniture, equipment, maintenance, security, telephone installations, parking and other services necessary for the operations of the facility as a Physical Health Disability Assessment site and as a Health Comprehensive Physical Health Disability Evaluation site.

Contractor shall maintain facilities in a manner consistent with the County's standard. Facilities must be clean, well lit, and provide a business-like environment for all GR participants.

Each Contractor(s) public-contact office must post universal directional and/or multilingual directional signs, informational signs and posters as required by the California Department of Social Services Manual of Policies and Procedures, Division, 21. (This can be accessed at http://www.dss.cahwnet.gov/ord/CDSSManual_240.htm.) The contractor shall also provide an environment readily accessible to individuals with disabilities as described in the following: Title II of the Americans with Disabilities Act of 28 CFR Part 35, Attachment A of 28 CFR, which contains ADA Accessibility Guidelines that govern the physical accessibility requirements of state and local governments, and Title 24 of the California Code of Regulations (CCR), Parts 1, 2, 3, 5, 8 and 12, which contain the regulations governing structural accessibility for individuals with disabilities in public facilities in the State of California.

2.6 Hours of Operation

Contractor will be available during County's regular business hours of Monday through Friday between 8:00 a.m. and 5:00 p.m. to respond to County inquiries and to provide GR Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services. County may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to the County.

Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of County holidays to Contractor at the start of the Contract, and at the beginning of each calendar year.

2.7 Quality Control

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The Plan shall include, but not be limited to, the following:

- a. The method for ensuring the services and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- b. The method for assuring that professional staff rendering services under this Contract has the necessary credentials/licenses.
- c. The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- d. A commitment to provide to the County upon request a record of all inspections from the time the problem is first identified, a clear description of the problem, the corrective action taken and the time elapsed between identification and completed corrective action.
- e. The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.
- f. The method of safeguarding the integrity of the County's GR Physical Health Disability Assessment activity and GR Comprehensive Physical Health Disability Evaluation activity by actively preventing against all forms of fraud.

3.0 Specific Tasks

The Contractor shall ensure that all health care professionals maintain up-to-date credentials, licensing, and knowledge and skill levels in accordance with requirements of the Physical Health Disability Assessment Services and the Comprehensive Physical Health Disability Evaluation Services. Health care professionals shall also demonstrate knowledge and have experience in providing health services to indigent and/or homeless populations, and in assessing and thoroughly documenting their medical conditions, physical impairments/disabilities, prognoses, and health care needs. Contractor shall ensure the Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services are flexible and meet the needs of the targeted population, including the provision of both walk-in and scheduled visits.

Contractor shall ensure adherence to all laws and regulations related to GR applicant/participant consent, authorizations, privacy of health care, and personal health information.

3.1 Persons To Be Served

Contractor shall provide Physical Health Disability Assessment Services to GR participants who self-disclose an inability to work due to a physical incapacitation based on referral by DPSS.

Contractor shall provide Comprehensive Physical Health Disability Evaluation Services to GR permanently disabled participants who are referred by a DPSS or DPSS-contracted SSI Advocate.

3.2 Services To Be Provided

Physical Health Disability Assessment

A health care team approach will facilitate the appropriate assessment of the

applicant/participant referred by DPSS. The Contractor must provide a health care team, supervised by an on-site physician. Clerical support is also required on-site.

The Contractor shall refer all participants to continue (or seek) medical treatment from County facilities or PPPs (to itself?) contracted with LA County DHS. The Contractor may refer the participant, as appropriate, for additional physical and/or psychiatric examinations to be conducted by examiners who will perform such examinations on a voluntary, no-fee basis. (This provision is added to allow for such an event. At this time, the County is not aware of any medical examiners performing such examinations on a no-fee basis.)

Comprehensive Physical Health Disability Evaluation

Contractor shall provide comprehensive physical health disability evaluations to GR participants. Such services shall be client-centered and in accordance with current medical and nursing practice in the field of primary health care according to the California Department of Healthcare Services. Services provided by the Contractor shall include, but are not limited to the following:

- 1) Conduct Comprehensive Physical Health Disability Evaluation for each GR participant referred.
- 2) Document Comprehensive Physical Health Disability Evaluation in LEADER System and the type of follow-up services needed.
- 3) Ensure completed documentation is forwarded to EW, SSI Advocate and/or GROW Case Managers.

The Contractor shall refer, as appropriate, participants who need continuing or follow-up medical care to County health facilities, Public-Private Partnerships (PPPs) contracted with Los Angeles County DHS, or other appropriate health care provider. The Contractor may refer the participant, as appropriate, for additional physical and/or psychiatric examinations to be conducted by examiners who will perform such examinations on a voluntary, no-fee basis. (This provision is added to allow for such an event. At this time, the County is not aware of any medical examiners performing such examinations on a no-fee basis.)

Contractor shall ensure adherence to all laws and regulations related to client consents, authorizations and privacy of health care, mental health care and personal health information. Contractor shall ensure that appropriate consents and authorizations are completed in order to communicate and/or collaborate with GR applicants/participants and to release or obtain personal or protected health information regarding the referred participant.

3.3 Appointments

Physical Health Disability Assessment

- a. The Contractor will receive automated referrals for the physical health disability assessment and manual referrals for the comprehensive physical health disability evaluation and shall adhere to the Contractor location and

- appointment time schedule.
- b. The Contractor shall ensure that GR applicants/participants who arrive on time are seen within 30 minutes of their scheduled appointment time.
 - c. For LEADER-scheduled appointments, LEADER will automatically schedule and initiate a control of the appointments.

Comprehensive Physical Health Disability Evaluation

- a. For Comprehensive Physical Health Disability Evaluations, the Contractor shall ensure that GR participants who arrive within fifteen (15) minutes of their appointment time are seen on the same day. The Contractor shall not reschedule participants who arrived within the above mentioned timeline to another date. The participant must be afforded sufficient time to explain his/her disability, treating sources, work history and other relevant facts. The Contractor shall notify the referring SSI Advocate of any rescheduled appointments.
- b. The County must approve any additional methods of evaluating GR participants. The Contractor is to make a diligent inquiry as to the nature and extent of the participant's disability(s), treating sources, work history, and other relevant facts. The Contractor shall accept the participant's file copies of medical or employment records the participant provides at the comprehensive physical health disability evaluation, if applicable.

Although appointments are to be scheduled individually with appropriate time reserved, on occasion several participants might arrive at the Contractor's office at approximately the same time. In those circumstances, the Contractor may initially distribute general paperwork and informing notices to the participant, and may give a brief explanation of the purposes and intent of the appointment to the each participant. The explanation must begin with a statement that each participant will be seen individually to discuss his/her case in private. Under no circumstances is the Contractor to discuss a participant's case in a group setting.

The Contractor shall conduct the initial face-to-face physical health disability assessment and comprehensive physical health disability evaluation with the participant in private. In the event that the participant fails to appear or cooperate with the face-to-face interview, the Contractor must notify DPSS. Failure to complete a physical health disability assessment and comprehensive physical health disability evaluation shall not preclude Contractor from providing a written notification or update to DPSS.

3.4 Service Delivery Sites

Contractor's facilities for GR Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation Services shall be provided at sites to be determined by the Contractor and approved by the County. These service delivery sites shall be licensed and Medi-Cal certified in accordance with current federal and State standards for such facilities and must adhere to all fire and safety inspections. For each service delivery site, Contractor shall develop a Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation Services scheduling format, which must be submitted to the County for approval within ten (10) days of the execution of this Contract.

Contractor shall implement Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation Services in accordance with the approved site locations and schedules within thirty (30) days of the execution of this Contract.

Contractor shall request approval from the DPSS in writing a minimum of thirty (30) days before altering schedules or terminating services at such location(s) and/or before commencing services at any other location(s).

3.5 GR Physical Health Disability Assessment Services

- A. The Contractor shall make a functional ability determination regarding the applicant's/participant's ability to work.
- B. The Contractor shall provide GR Health Disability Assessment Services in accordance with the Procedures and Protocol described in this Statement of Work.
- C. The Contractor shall designate one of the following disability status when the disability exists apart from a drug or alcohol addiction:
 - 1. Permanently disabled applicants/participant;
 - 2. Temporarily disabled applicants/participants;
 - 3. Employable applicants/participants;
 - 4. Employable applicants/participants with restrictions or accommodations.
 - 5. Unemployable applicants/participants with restrictions or accommodations.
- D. The Contractor shall discuss preliminary medical findings with the applicant/participant and respond to his/her questions regarding the physical health disability assessment content. The Contractor shall advise the applicant/participant of the results at the time of the physical health disability assessment, indicating the disability status. The Contractor shall give the applicant a copy of medical findings and documents concerning the disability status, if requested. Additional assessment results or information may be updated at a later date.
- E. The Contractor shall refer, as appropriate, participants who need continuing or follow-up medical care to County health facilities, Public-Private Partnerships (PPPs) contracted with Los Angeles County DHS, or other appropriate health care provider.
- F. A determination of mental health/substance abuse disorder shall be designated Temporarily Unemployable for a maximum **thirty (30)-day period**. Concurrently, the Contractor shall initiate a written referral to the district office for follow-up substance abuse and/or mental health disability assessment referrals.

3.6 GR Comprehensive Physical Health Disability Evaluation

- A. The Contractor shall make its best efforts to obtain authorization from the applicant/participant to retrieve past medical records from the applicant's/participant's previous physician(s) if needed in order to make a comprehensive evaluation of the permanent physical disability.
- B. The Contractor shall refer all applicants/participants to DHS contracted or directly-operated facilities for treatment of conditions, as appropriate, regardless of the disability status.

3.7 Data Entry Tasks

Physical Health Disability Assessment

- A. The Contractor shall print a list of all scheduled appointments for any given day, annotating show/no show applicants/participants.
- B. The Contractor shall input and update data to the DPSS computer system for each applicant/participant assessed for disability, including the no shows, on the same date as the scheduled appointment. If the DPSS computer system is down, the Contractor shall immediately notify the CCA.
- C. The Contractor shall input the preliminary results of the physical health disability assessment on the same date as the scheduled appointment. The Contractor's input shall include but is not limited to the following information related to the physical health disability assessment:

1. Patient did not keep the appointment.
2. Physical Health Disability Assessment Date (the County will schedule the appointment date via automation).
3. One of the following employability categories:

- **PERMANENTLY DISABLED**
- **TEMPORARILY UNEMPLOYABLE** (Disability Expiration Date)

Note: Disability expiration date must be a minimum of 6 months and not exceed 12 months in duration. However, for cases in which the recovery time for an illness is less than 6 months, such as broken leg, contractor may assign a shorter disability expiration date.

- **EMPLOYABLE**
- **EMPLOYABLE with restrictions/accommodations.**
- **UNEMPLOYABLE with restrictions/accommodations.**

Comprehensive Physical Health Disability Evaluation

- A. The Contractor shall print a list of all scheduled appointments for any given day, annotating show/no show applicants/participants.
- B. The Contractor shall input the preliminary results of the comprehensive physical health disability evaluation the same day as the scheduled appointment. Additional assessment results or information may be updated at a later date.

3.8 Record Retention Tasks

- A. Contractor shall maintain records on each individual participant which shall be current and detailed consistent with required—medical and psychiatric practice in accordance with the California Code of Regulations. Such

records shall include, but are not limited to: referral, demographic information, intake information, participant's physical health disability assessment and comprehensive physical health disability evaluation, case notes (includes details of participant's conditions/symptoms, durations, etc), and record of services rendered by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

- B. The Contractor shall create and maintain a medical record for each GR applicant/participant for whom GR Physical Health Disability Assessment Services and/or GR Health Comprehensive Physical Health Disability Evaluation Services are performed. The record shall contain sufficient record of the physical health disability assessment data and comprehensive physical health disability evaluation data including, but not limited to: applicant's/participant's name, medical history questionnaire, patient's rights and responsibilities, consent to treatment, authorization for release of medical records, applicant's/participant's comments, intake history, progress notes, applicant/participant survey questionnaire, diagnoses, recommended treatment and all charting of patients' records in SOAP (Screening, Observation, Assessment, Plan) format. All such records shall be available to the County upon request and shall be available each time the applicant/participant is seen by the Contractor. Any further medical findings shall be maintained in the same record.
- C. The Contractor, upon written authorization of the applicant/participant, shall provide photocopies of medical records to the County (or its agents), and/or Social Security Administration (or its agents) at no cost to the County.
- D. The Contractor shall create an individual record for each participant referred by the County. The record shall include, but is not limited to:
 - 1. Copies of contact letters.
 - 2. Correspondence to and from EW and other DPSS staff.
 - 3. Notes taken during each interview and/or subsequent sessions.
 - 4. Length of each time the participant was seen.
 - 5. Purpose and context of each participant contact (such as telephone calls and letters) with EW, SSI Advocates, and other health care providers.
 - 6. Any other pertinent information and documentation related to the GR participant.
 - 7. Medical record with all medical verification and documentation.

The record shall also include a participant profile related to all factors that SSA reviews in making a disability determination. Those factors include, but are not limited to, age, education, level of literacy, fluency in English and summary of vocational history.

In addition to the medical record, the Contractor must make an entry in LEADER Comments.

3.9 Confidentiality of Records

Contractor shall maintain the confidentiality of individual GR applicant's/participant's records/information by:

- A. Maintaining files in locked drawers and cabinets at Contractor's GR Physical Health Disability Assessment Services sites, Comprehensive Evaluation Services sites and at the Contractor's headquarters.
- B. Limiting access of files to Contractor's designated staff.

These files, however, are subject to audit, and shall be accessible to County upon request during any business day.

3.10 Physical Health Disability Assessment Appeals

In the event that the applicant/participant appeals the physical health disability assessment, the following shall occur:

- A. The Contractor shall inform the applicant/participant of the available appeal process;
- B. The Contractor shall input the applicant's/participant's disability status as "Temporarily Unemployable" (T) for the applicant/participant for fifteen (15) calendar days;
- C. The Contractor's Medical Director/Chief Physician or designated doctor shall review the applicant's/participant's medical record and make a second determination within fifteen (15) calendar days from the date of the physical health disability assessment, which may include:
 - 1. No change in disability status;
 - 2. Change in disability status;
 - 3. Recommendation that the applicant/participant be re-examined by the Contractor
- D. Upon completion of the review of medical records and/or physical health disability assessment, the Contractor shall advise the applicant/participant of the disability status at the time of the re-assessment.
- E. The Contractor shall input the results of the re-assessment into the computer system within one (1) work day following the disposition.
- F. If a re-assessment is made as a result of an appeal process, additional payment shall neither be requested by the Contractor nor paid by the County.

3.11 Reporting Tasks

The Contractor shall make reports, as may be required by the County, concerning its activities as they affect the Contract duties and purposes contained herein. The Contractor shall also perform the following:

- A. The Contractor shall complete a Monthly Management Report (MMR). This report, which shall be submitted to the CCA by the fifteenth (15th) calendar day of each succeeding month, by Region, shall summarize:
 - 1. Statistical data regarding GR Physical Health Disability Assessment Services activities and GR Comprehensive Physical Health Disability Evaluation Services activities processed during the report month, accompanied by a list of the applicants/participants served (the

- County will provide the Contractor with sample format).
2. Statistical data regarding physician activities to include a list of providers and the number of GR Physical Health Disability Assessments each provider conducted during the report month. Of the physical health disability assessments conducted, the number of employable, permanently disabled, temporarily disabled, and temporarily disabled with accommodations determinations made.
 3. A list of the fifteen (15) most common disability diagnoses in the report month; e.g., back injury, with a breakout of the number of physical health disability assessments resulting in a determination of employable, temporarily unemployable, temporarily unemployable with accommodations, or permanently disabled status.
 4. A narrative, as appropriate, that provides the County with suggestions or comments for improving services.
 5. Any other reports as requested by the County.
- B. Complete and provide to the CCA reports/forms as required by County, and by the due dates established by the County.
- C. Report any problems and recommend solution of problems to county within five (5) workdays of discovery.

3.12 Representation And Referral Criteria

Contractor's staff shall be available to provide Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services in accordance with the appointment time schedule provided to the County by the Contractor and in accordance with this Statement of Work.

- A. Contractor shall accept all referrals from the County. Eligibility Worker will refer a GR applicant/participant for a Physical Health Disability Assessment:
1. LEADER referral - LEADER will schedule an initial interview with the GR Disability Assessor.
- B. The Contractor shall notify DPSS, via LEADER, of the completion of the physical health disability assessment, prognosis and their disability recommendation. A summary of referral, number of physical health disability assessments completed, number referred to employment, number identified as temporarily disabled, number identified as temporarily disabled with accommodations and number identified as permanently disabled is to be included in the Monthly Management Report.
1. The Contractor shall make at least three attempts to contact the participant, if the GR participant fails to show to the first appointment.
 2. Contractor is to obtain referrals on a daily basis from the LEADER automated system.
- C. Referrals to Contractor will be manually scheduled appointments made by the DPSS or DPSS-contracted SSI Advocate for Comprehensive Physical Health Disability Evaluations.

1. The DPSS or DPSS-contracted SSI Advocate will contact the Contractor to confirm appointment availability when scheduling GR participants for Comprehensive Physical Health Disability Evaluations.

The Contractor shall maintain internal records on the Contractor's own computer workstation/network in a software application such as Microsoft WORD, Excel, Access, OpenOffice.org, etc. listing of all referrals received as a backup to the LEADER or manual referral-listing method.

Technical Exhibit 1

1.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.1 Introduction

This technical exhibit lists the required services which will be monitored by the County during the term of this Contract. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the County's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of this Contract and Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of this Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and this PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any penalties.

Because the provision of GR Physical Health Disability Assessment Services and Comprehensive Physical Health Evaluation Services to GR applicants/participants is of vital importance to the mission of DPSS, the County expects a high Standard of Contractor's performance. County will work with Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from acceptable Standard should occur. However, it is Contractor's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

1.2 Performance Requirements Summary (PRS) Chart

The Performance Requirements Summary (PRS) Chart (Technical Exhibit 2):

- 1.2.1** Provides the required services and cites the Section or Subsection where referenced. The sections in this Statement of Work are referenced in each of the required services listed on the PRS to explain how Degree of Deviation is determined.
- 1.2.2** Defines the standards and goals of performance for each of the required services (Column 2 of chart).
- 1.2.3** Shows the maximum allowable degree of deviation from perfect performance or County established standard for each required service that is allowed before the COUNTY assesses fiscal adjustments (Column 3 of chart).
- 1.2.4** Indicates the method of monitoring the services which includes, but is not limited to "Data Source" from case reviews, etc. (Column 4 of chart).
- 1.2.5** Indicates the fiscal adjustments to be assessed for unsatisfactory performance.

1.3 Random Sampling - Criteria for Determining Acceptable or Unacceptable Performance

In monitoring the Contractor's performance, samples are selected at random so that they will be representative of a population of interest. Selections used in samples are used to measure performance on the Standard, and conclusions are made about the Contractor's performance for the whole population.

The random sampling plan includes the following process:

- 1.3.1** Select a sample at random so that it will be representative of the entire population and/or performance area.
- 1.3.2** Compare the sample to the performance standards to ensure the conclusions drawn from the sample represent the Contractor's overall performance.
- 1.3.3** Include the following information for determining acceptable or unacceptable performance:
 - Degree of Deviation - The maximum allowable degree of deviation from perfect performance or County established standard that is allowed for each required service before the COUNTY assesses fiscal deductions;
 - Lot Size - The total number of units or services to be provided; and
 - Sample Size - The number of units to be checked in a given time period.

*The Degree of Deviation for each sampling is taken from the PRS chart. The lot size is determined by selecting a population that the County determines appropriate for review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool is used to determine the sample from the appropriate lot size.

When the random sampling process is used, the Contractor's performance is deemed *Unsatisfactory* when the results of a review fail to meet the Degree of Deviation, as defined for each standard in the PRS Chart and/or the Contractor fails to achieve the minimum standard in the PRS Chart.

1.4 Quality Assurance

- 1.4.1** COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. CONTRACTOR'S performance will be compared to this Contract's Standards and AQL's using the COUNTY's Contract Monitoring Plan. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards. CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract (refer to Section 8.0, Subsection 8.38, Liquidated Damages herein above, and Technical Exhibit 1-1, Performance Requirements Summary, hereunder).

- 1.4.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (see Technical Exhibit 2, hereunder), is issued and at the discretion of the CCA, a meeting shall be held within 10 business days, as mutually agreed, to discuss the problem.
- 1.4.3 Action items from any Performance Evaluation meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, s/he shall submit a written statement to the CCA within 10 business days from the date of receipt of the signed action items. The Contract Managers written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final
- 1.4.4 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the Performance Evaluation Meeting
- 1.4.5 COUNTY may use a variety of inspection methods to evaluate CONTRACTOR's performance. The methods of monitoring that may be used include:
- Random sampling [for random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin].
 - 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance.
 - Review of reports and files maintained by the CONTRACTOR.
 - On-site evaluations and monitoring.
 - Evaluation of complaints.
 - GR Participant and end user surveys

1.5 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible, whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by the County and the Contractor.

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring do not exceed the number of discrepancies allowed by the AQL. The CCA will issue a formal Contract Discrepancy

Report when the performance is unacceptable. Upon receipt of the document, the Contractor is required to respond, in writing, to the CCA within 5 business days, acknowledging the reported discrepancies or presenting contrary evidence. The CDR will require the Contractor to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within 10 business days. The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed. The CDR is at the end of this exhibit as Technical Exhibit 2.

1.6 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

1.6 Unsatisfactory Performance Remedies

When CONTRACTOR's performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following nonperformance remedies:

- 1.6.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.6.2 Reduce payment to Contractor by a computed amount based on the deduction(s) in the Performance Requirements Summary Chart.
- 1.6.3 Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.6.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within 10 business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Section does not preclude County's right to terminate the Contract upon ten (10) day written notice with or without cause, as provided for in Section 8.0 of this Contract, Subsection 8.59, Termination for Convenience of County, herein above.

Technical Exhibit 2

**PERFORMANCE REQUIREMENTS SUMMARY CHART - PHYSICAL HEALTH DISABILITY ASSESSMENT SERVICES AND
COMPREHENSIVE PHYSICAL HEALTH DISABILITY EVALUATION SERVICES**

| Reference | Standard(s) | Deviation from Acceptable Quality Level (AQL) | Monitoring Methods | Fiscal Deductions For Exceeding the AQL |
|---|--|--|---|---|
| Contract Section 5.0 Contract Sum, Subsection 5.3 | The Contractor shall send written notification to the CCA when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. | 0% | Review of records | \$100 for each day late after the 15 th of the month following the month in which Contractor reached the 75% threshold |
| Contract, Section 5.0, Contract Sum, Subsection 5.5 Invoices and Payment and Attachment A, SOW Section 3.11 Reporting Tasks | Complete and accurate Monthly Invoice and Monthly Management Report received by the 15th calendar day following the report month. | 0% | Review of Invoices and reports | \$100.00 for each day late after the 5 th day late |
| Contract Section 7.0, Administration of Contract - Contractor, Subsection 7.4, Background and Security Investigations | Conduct criminal background checks to ensure all CONTRACTOR employees meet COUNTY hiring guidelines relating to criminal convictions. | 0% | On-site review of Contractor's criminal clearance records | \$100 per incident |
| Contract Section 7.0 Administration of Contract – Contractor, Subsection 7.5 | CONTRACTOR maintains confidentiality in accordance with all applicable laws, regulations, rules, policies, etc. CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the | 0% | Periodic review of records | \$100.00 per incident |

| Reference | Standard(s) | Deviation from Acceptable Quality Level (AQL) | Monitoring Methods | Fiscal Deductions For Exceeding the AQL |
|---|--|---|--|--|
| Confidentiality. | confidentiality provisions of this Contract. CONTRACTOR, its employees and non-employees performing services covered by this Contract shall sign and adhere to the provisions of the <i>Contractor Employee Acknowledgement and Confidentiality Agreement</i> (see Attachment U). | 0% | Periodic review of records. | \$100.00 per incident |
| Contract Section 8.0 Terms and Conditions, Subsection 8.8 Child/Elder Abuse/Fraud Reporting | Instances of abuse reported timely. On site review indicates compliance such as notices posted in CONTRACTOR facilities and easily accessible to employees. Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County within three (3) business days. | 0% 0% | Review of records User complaint and/or on-site investigation On site monitoring Periodic review of records | \$100.00-per incident \$100.00 per incident |
| Contract Section 8.0 Terms and Conditions, Subsection 8.9 – Complaints | Submit within 15 business days after Contract effective date policy on complaints. Provide updates to plans on a timely basis. Notify CCA of status on investigations within 5 business days of receiving complaints. Provide CCA copies of all responses to complaints within 3 business days of mailing to complainant. | 0% 0% 0% | Periodic review of records. Periodic review of records. Periodic review of records | \$100.00-for each day late \$100.00 per incident \$100.00 per incident |
| Contract Section 8.0 Terms and Conditions, Subsection 8.17, Consideration to Hire GAIN/GROW Participants. | Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer GR Participants. | 0% | Periodic review of records. | \$100.00 for each failure to comply with CCA requests. |

| Reference | Standard(s) | Deviation from Acceptable Quality Level (AQL) | Monitoring Methods | Fiscal Deductions For Exceeding the AQL |
|--|---|---|---|---|
| Contract Section 8.0 Terms and Conditions, Subsection 8.31, General Insurance Requirements | <p>Contractor shall provide to County prior to commencing services under this contract, certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents has been given Insured status under the Contractor's General Liability policy.</p> <p>Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates.</p> <p>Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s).</p> | 0% | Periodic review of records. | \$500 per incident |
| Attachment A, Statement of Work (SOW) Section 1.0 Scope of Work Overview | <p>On an annual basis, the County requires Contractor to achieve a physical health disability assessment completion rate of 100% and a comprehensive physical health disability evaluation completion rate of 100%.</p> | 0% | Review of MMR and invoice, and on-site review of GR participant files. | \$1,000 for each measure not met |
| Attachment A, SOW Section 1.7 Pre-Implementation | Contractor provides the County, no later than ten calendar days following execution of the Contract and monthly thereafter, with the designated number and appointment times per day available for GR Physical Health Disability Assessments and Comprehensive Physical Health Disability Evaluations. | 0% | Review of Records and County's automated appointment scheduling system. | \$100 for each day late |
| Attachment A, SOW, Section 2.6 - Hours of operation | Services available 8:00 a.m. - 5:00 p.m. on agreed-upon days of week and location. | 0% | On site visit; review of appointment schedule and complaints. | \$100 per each (daily) occurrence of a requirement not met. |

| Reference | Standard(s) | Deviation from Acceptable Quality Level (AQL) | Monitoring Methods | Fiscal Deductions For Exceeding the AQL |
|---|--|---|--|--|
| Attachment A, SOW, Section 2.4 – Contractor Personnel | Contract manager available 8:00 AM -5:00 PM, Monday to Friday, except County holidays. | 0% | Telephone contacts/electronic email contacts/on-site visits. | \$100 per each occurrence of a requirement not met. |
| Attachment A, SOW, Section 2.5 | Applicable Required posters/notices are posted and accessible to employees and GR participants/applicants. | 0% | On-site visit. | \$100 per each occurrence of a requirement not met. |
| Attachment A, SOW, Section 2.8 - Quality Control | QC Plan received by CCA on Contract start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained. | 0% | Review of plan and revised plans. Periodic review of records. | \$50.00 per day late. \$50.00-per item deficient. |
| Attachment A, SOW, Section 3.2 | The Contractor provided a health care team, supervised by an on-site physician. Clerical support is also required on-site. | 0% | On site visit/complaints. | \$100 per each occurrence of a requirement not met |
| Attachment A, SOW, Section 3.3 | The Contractor ensures that GR applicants/participants who arrive on time are seen within 30 minutes of their scheduled assessment appointment time. Contractor shall ensure that GR participants who arrive within fifteen (15) minutes of their appointment time for comprehensive evaluations are seen on the same day. | 5% | Review of Customer satisfaction forms/on-site visit. | \$100 per each occurrence of a requirement not met |
| Attachment A, SOW, Section 3.2-3.6 | Contractor follows the Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation protocols. | 0% | On-site visit/participant/applicant file review | \$100 per each occurrence of a requirement not met |
| Attachment A, SOW, Section 3.7 | Contractor adheres to data input time frames and specified input of assessment/evaluation results. | 5% one day variance | LEADER validation | \$100 per each occurrence of a requirement not met |
| Attachment A, | Maintain required Participant records | 0% | On-site | \$100 per each |

| Reference | Standard(s) | Deviation from Acceptable Quality Level (AQL) | Monitoring Methods | Fiscal Deductions For Exceeding the AQL |
|---|---|---|---|--|
| SOW, Section 3.8 | | | visit/participant/applicant file review | occurrence of a requirement not met |
| Attachment A, SOW, Section 3.9 | Maintain applicant/participant records in locked cabinet. | 0% | On-site visit/participant/applicant file review | \$100 per each occurrence of a requirement not met |
| Attachment A, SOW, Section 3.11, 3.12 B | Contractor provides timely and accurate reports. | 0% | Review of reports. | \$100 per each occurrence of a requirement not met |
| Attachment A, SOW, Section 3.12 | Contractor provides Assessment and Evaluation Services in accordance with agreed upon appointment schedule. | 0% | Complaints/on-site visits | \$100 per each occurrence of a requirement not met |
| 3.12 A | Contractor accepts all referrals from County in accordance with agreed upon appointment schedule. | 0% | Complaints/on-site visits | |
| 3.12 C | Contractor maintains a back-up internal record in appropriate software application. | 0% | Complaints/on-site visits | |

Technical Exhibit 2

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

| | |
|---|-------------|
| <u>Signature of Contractor Representative</u> | <u>Date</u> |
|---|-------------|

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

Signature of County Representative **Date**

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Technical Exhibit 3

PROJECTED NUMBER OF DISABILITY ASSESSMENT APPOINTMENTS FOR MAY 2011 AND ONGOING

| GR DISTRICT OFFICE | May 2011 | June 2011 & Ongoing |
|-----------------------|----------|---------------------|
| Glendale #02 | 113 | 261 |
| Pasadena #03 | 90 | 369 |
| San Fernando #32 | 144 | 503 |
| Lancaster #67 | 153 | 568 |
| Wilshire #10 | 115 | 369 |
| Rancho Park #60 | 191 | 583 |
| Civic Center #14 | 175 | 404 |
| Metro East #15 | 217 | 587 |
| Metro Special #70 | 336 | 1447 |
| Southwest Special #08 | 332 | 1355 |
| South Central #27 | 123 | 450 |
| South Special #07 | 497 | 1705 |
| San Gabriel #20 | 168 | 548 |
| Pomona #36 | 118 | 278 |
| Total | 2773 | 9427 |

Technical Exhibit 4

REFERRAL FOR PHYSICAL HEALTH DISABILITY ASSESSMENT SERVICES TOOL

SECTION 1 – IDENTIFICATION

| | | | |
|---|--------------------|-----------------------------------|------|
| Patient's Name – First Name, Last Name | | Patient's Case Number | |
| Patient's Address (vendor hotel name if applicable) | | Service Provider Name | |
| | | Service Provider's Address | |
| | | | |
| Contact Telephone Number (hotel number if applicable) | | | |
| Emergency Contact Number | Telephone Number | Service Provider Telephone Number | |
| Date of Birth | Gender M F | Physician's Name | Date |

SECTION 2 – FAMILY MEDICAL HISTORY

Maternal Family: _____

Paternal Family: _____

Siblings: _____

SECTION 3 – PATIENT'S SELF-DISCLOSED MEDICAL PROBLEMS (Circle all that apply and how long the patient has experienced this problem.)

| | | |
|----------------------------------|----------------------------|-------------------------------|
| Abdominal Problems _____ | Diabetes _____ | Musculoskeletal _____ |
| Anxiety _____ | Digestive Problems _____ | Neck Problems _____ |
| Angina _____ | Ear/Hearing Problems _____ | Nervous Condition _____ |
| Arthritis _____ | Emotional Problems _____ | Neurological _____ |
| Asthma and Allergies _____ | Emphysema _____ | Nose/Nasal Problems _____ |
| Back Pain _____ | Energy level _____ | Palpitations _____ |
| Bone and Joint Pain _____ | Eye/Vision Problems _____ | Pregnancy _____ |
| Brain and Nervous Problems _____ | Flu/cold _____ | Seizures _____ |
| Breast Problems _____ | Headaches _____ | Skin Problems _____ |
| Bronchitis _____ | Heart Problems _____ | Sleep Disorders _____ |
| Cancer _____ | High Blood Pressure _____ | Stress _____ |
| Cardiovascular _____ | HIV/AIDS _____ | Stroke _____ |
| Carpal Tunnel Syndrome _____ | Injuries _____ | Substance Abuse _____ |
| Cholesterol (High) _____ | Lung Problem _____ | Thyroid Problems _____ |
| Dental Problems _____ | Migraines _____ | Urinary Tract Infection _____ |
| Depression _____ | Multiple Sclerosis _____ | |
| Other _____ | | |

SECTION 4 – MEDICATIONS

| Currently Taken | Prescribed, but Not Taken |
|-----------------|---------------------------|
| | |
| | |

SECTION 5 – VITALS

| | |
|-----------------|---------|
| Blood Pressure: | Weight: |
| Pulse | Height: |
| Temperature: | |
| | |

| | | |
|----------------------------|----------------------|-------------------------|
| Abdominal Problems | Diabetes | Musculoskeletal |
| Anxiety | Digestive Problems | Neck Problems |
| Angina | Ear/Hearing Problems | Nervous Condition |
| Arthritis | Emotional Problems | Neurological |
| Asthma and Allergies | Emphysema | Nose/Nasal Problems |
| Back Pain | Energy level | Palpitations |
| Bone and Joint Pain | Eye/Vision Problems | Pregnancy |
| Brain and Nervous Problems | Flu/cold | Seizures |
| Breast Problems | Headaches | Skin Problems |
| Bronchitis | Heart Problems | Sleep Disorders |
| Cancer | High Blood Pressure | Stress |
| Cardiovascular | HIV/AIDS | Stroke |
| Carpal Tunnel Syndrome | Injuries | Substance Abuse |
| Cholesterol (High) | Lung Problem | Thyroid Problems |
| Dental Problems | Migraines | Urinary Tract Infection |
| Depression | Multiple Sclerosis | |
| Other | | |

If additional space is needed for the exam summarization, please attach summary to the back of the Disability Assessment.

[illegible]

| | | | | | |
|-----------------------|------------------------------|-----------------------------|-----------------------|------------------------------|-----------------------------|
| Blood Tests | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Neurological Exam | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Cardiovascular | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Pain | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Chest X-Ray | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Seizure | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| EKG | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Vision | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Musculoskeletal Exams | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Treadmill Stress Test | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Neoplastic Exam | <input type="checkbox"/> Yes | <input type="checkbox"/> No | X-rays | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other | | | | | |

SECTION 9 – PHYSICAL EXAM DETERMINATION

1. **Has the individual been diagnosed with a “severe” medical condition that impairs their ability to do basic work activities such as walking, sitting, and remembering?** These conditions must persist for at least one (1) year. Please list all “severe” diagnosed medical conditions that apply.

1. _____ 2. _____ 3. _____

2. **Has the individual ever been hospitalized for a diagnosed medical condition?** ☐ Yes ☐ No

If yes, please specify hospital (s) and dates: _____

3. **Has the patient ever had surgery for a diagnosed medical condition?** ☐ Yes ☐ No

| Date | Type of Surgery | Location (Hospital) | Treating Surgeon |
|------|-----------------|---------------------|------------------|
| | | | |
| | | | |

4. **Is the patient currently working?** ☐ Yes ☐ No

If yes, where do they work (i.e., day labor, name of company, etc.)? _____

5. **If the patient is not currently working, can the patient do the work they did before?** ☐ Yes ☐ No

6. **Can the patient do any type of work?** ☐ Yes ☐ No

If yes, please specify what type of work? _____

7. **Can the patient perform any of the following activities?** ☐ Yes ☐ No

| ACTIVITY | Independent (Place ✓) | Partial Assistance (Place ✓) | Complete Assistance (Place ✓) | How long can the patient perform this activity? (i.e., 4 hours a day, etc.) |
|-----------|--------------------------|---------------------------------|----------------------------------|--|
| Walking | | | | |
| Sitting | | | | |
| Eating | | | | |
| Bathing | | | | |
| Crouching | | | | |
| Stooping | | | | |
| Kneeling | | | | |
| Crawling | | | | |
| Standing | | | | |
| Climbing | | | | |
| Writing | | | | |

- a. What is the heaviest object the patient can lift? (Circle what applies)

5 lbs 10 lbs 25 lbs 50 lbs 100 lbs

8. **Has the individual ever been hospitalized for a mental health condition?** (e.g., psychiatric hold, 5150, etc.) ☐ Yes ☐ No

If yes, please recommend that the County refers the patient for a Mental Health Disability Assessment.

9. **Has the patient ever abused drugs (i.e. drugs, alcohol, illegal substance, etc.)?** ☐ Yes ☐ No

If yes, did the patient every receive treatment? ☐ Yes ☐ No

If yes, what's the name of the agency that provided treatment? _____

10. **Have the participant ever applied for Social Security Income/Disability?** ☐ Yes ☐ No

If yes, what year did the patient apply? _____

If yes, what SSA Office did the patient apply? _____

If yes, what was the reason for the claim? _____

11. Were you able to review the historical medical records of this patient? ☐ Yes ☐ No

12. What is the patient's Physical Health Disability Assessment determination?

☐ Employable

☐ Employable with Accommodations

What are the accommodations needed? Explain: _____

What is the expiration date of the accommodations? _____

The patient is able to work full-time in competitive employment. ☐ Yes ☐ No

The patient can do **light work** as follows: Requires standing as well as sitting, reaching and handling for a period of time and considerable walking. Occasional light lifting (under ten pounds), climbing, kneeling or crawling, and some bending, stooping, or squatting may also be required.

☐ Yes ☐ No

The patient can do **sedentary work** as follows: Requires sitting, reaching and handling on a continuous basis with no lifting, carrying, climbing or crawling. A little walking and some (up to 2 hours per day in 15 minute increments) standing, stooping, kneeling and crouching may also be required.

☐ Yes ☐ No

☐ Temporary Unemployable

The patient is disabled and the disability is temporary until (date) _____

☐ Unemployable with Accommodations

What are the accommodations needed? Explain: _____

☐ Permanently Unemployable

The patient is disabled and the disability is permanent (not able to work in the future).

☐ Yes ☐ No

Should this patient apply for disability Supplemental Security Income (SSI)? ☐ Yes ☐ No

SSI is a federal cash benefit provided to individuals who meet the Social Security Administration's criteria that a person have a physical or mental impairment that prevents him/her from working and is expected to last at least 12 months or to result in death. **Special rules on substance abuse: If the only diagnosis is alcoholism and/or drug additions, it would not meet SSI disability criteria. However, if this person has another disability in addition to alcohol and/or drug abuse, there could be SSI eligibility.**

AUTHORIZATION TO RELEASE INFORMATION

I give permission to release information from my medical records to the Department of Public Social Services to use in determining my eligibility, for entry in an electronic index accessible by contracted medical evaluation providers, and for inclusion with any Supplemental Security Income (SSI) application on my behalf.

Patient's Signature

Date

Technical Exhibit 5

GR DISTRICT OFFICE BOUNDARIES – LOS ANGELES COUNTY

A map of the 14 GR District boundaries follows the narrative description below of each GR District boundary.

Region I (Civic Center and Metro East Districts)

Civic Center District, 813 E. Fourth Pl., Los Angeles, CA 90013

The Civic Center District boundary area includes the central Los Angeles area, including downtown Skid Row. On the north border extends to the 101 Hollywood Freeway. On the western border includes Alvarado Street and San Pedro Street. On the eastern border extends to South Mission Road, and its southern border extends to Slauson Avenue.

Metro East, 2855 E. Olympic Blvd., Los Angeles, CA 90023

The Metro East District boundary area includes portion of the City of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, and touches the City of Monterey Park to the east, as well as the unincorporated areas.

On the north, the district extends to the San Bernardino Freeway, and to the City of South Gate on the south. The western boundaries are the Golden State Freeway, the Los Angeles River, and Alameda Avenue. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

Region II (Wilshire Special and Rancho Park)

Wilshire Special, 2415 W. 6th St., Los Angeles, CA 90057

The Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood and part of central Los Angeles.

Rancho Park, 11110 W. Pico Blvd, Los Angeles, CA 90064

The Rancho Park District services the West Los Angeles area. The district services an area that stretches from Mulholland Drive on the north to Florence Avenue on the south and from Crenshaw Boulevard on the east to the Pacific Ocean on the west.

Region III (South Special)

South Special, 17600 "B" Sante Fe Ave, Rancho Dominguez, CA 90221

The district boundaries are Compton, Lynwood, part of Bell, and Santa Fe Springs to the north, Orange County, Hawaiian Gardens, Cerritos, La Mirada, La Habra and La Habra Heights to the east, the Pacific Ocean from Hollywood Rivera to Belmont Shores, including Santa Catalina Island to the south, and Torrance (South of Sepulveda), Harbor City, Carson, and Rancho Dominguez to the west.

Region IV (Metro Special)

Metro Special, 2707 S. Grand Ave., Los Angeles, CA 90007

The district serves the South Central metropolitan area of Los Angeles. Its boundaries extend to San Pedro Street to the east, Slauson Avenue to the South, West of the Civic Center District boundaries, Olympic Boulevard to the North and La Cienega Boulevard to the west.

Region V (Glendale and Pasadena)

Glendale, 4680 San Fernando Rd., Glendale, CA 91204

The district serves the Cities of Glendale, Burbank, La Canada Flintridge, La Crescenta-Montrose, Tujunga, Sylmar, Sun Valley. It also serves parts of Sunland and North Hollywood.

Pasadena, 955 N. Lake Ave., Pasadena, CA 91104

Pasadena District serves the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre and Monrovia.

Region VI (San Gabriel Valley and Pomona)

San Gabriel Valley, 3352 Aerojet Ave., El Monte, CA 91731

The district serves the communities of Alhambra, San Gabriel, and Temple City and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

Pomona, 2040 W. Holt Ave., Pomona, CA 91768

The district services the communities of Pomona, Claremont, San Dimas, La Verne, Azusa, Covina, West Covina, Glendora, Walnut, Diamond Bar, and Rowland Heights.

Region VII (Southwest Special and South Central)

Southwest Special, 1819 W. 120th St., Los Angeles, CA 90047

The district boundaries extend on the north from the cities of Inglewood and Westchester to the west communities of Manhattan Beach, Hermosa Beach, and Marina del Rey. South and east boundaries extend to the cities of Hawthorne, Lawndale and Torrance.

South Central, 10728 S. Central Ave., Los Angeles, CA 90059

The South Central District serves the South Central Los Angeles area. Its boundaries extend to South Figueroa Street to the west, South Alameda Street to the east, 92nd Street to the north and East El Segundo Boulevard to the south.

Region VIII (San Fernando Valley and Lancaster)

San Fernando Valley, 9188 Glenoaks Blvd., Sun Valley, CA 91352

The district provides services to the greater San Fernando Valley area. Covered by its boundaries are the cities of Northridge, Santa Clarita, Granada Hills, Chatsworth, Pacoima,

North Hills, Panorama City, Van Nuys, Encino, Reseda, Tarzana, Winnetka, Woodland Hills, Canoga Park, West Hills and part of Calabasas.

Lancaster, 337 East Avenue K-10, Lancaster, CA 93535

The boundaries are the San Bernardino County line on the east, the Kern County line on the north, and the Ventura County line to the northwest. In addition, the Santa Clarita Valley is served by this district.

CONTRACTOR BUDGET
SAMPLE BUDGET SHEET FOR

General Relief Physical Health Disability Assessment Services and Comprehensive Physical Health
Disability Evaluation Services.

DIRECT COST: (List each staff classification)

| Payroll: | FTE* | Hourly Rate | Monthly Salary |
|----------------------------------|-------|-------------|-----------------|
| Employee Classification | _____ | \$ _____ | \$ _____ |
| Employee Classification | _____ | \$ _____ | \$ _____ |
| Employee Classification | _____ | \$ _____ | \$ _____ |
| Others (Please continue to list) | | | |
| Total Salaries and Wages | | | \$ _____ |

*FTE = Full Time Equivalent Positions

| Employee Benefits | No. of Employees | Monthly Cost per FTE |
|-----------------------|------------------|----------------------|
| Medical Insurance | _____ | \$ _____ |
| Dental Insurance | _____ | \$ _____ |
| Life Insurance | _____ | \$ _____ |
| Other (list) | _____ | \$ _____ |
| Total Benefits | | \$ _____ |

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

| | |
|-------------------------------------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Total Payroll Taxes \$ _____ | |

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

| | | |
|--|----------|-----------------|
| _____ | \$ _____ | |
| _____ | \$ _____ | |
| _____ | \$ _____ | |
| Vehicles | \$ _____ | |
| Supplies | \$ _____ | |
| Services | \$ _____ | |
| Office Equipment | \$ _____ | |
| Telephone/Utilities | \$ _____ | |
| Other (please continue to list) | \$ _____ | |
| Total Insurance/Misc. S & S | | \$ _____ |

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

| | |
|--------------------------------|----------|
| General Accounting/Bookkeeping | \$ _____ |
| Management Overhead (Specify) | \$ _____ |
| Other (Specify) | \$ _____ |

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

PROFIT (Please enter percentage: _____%) \$ _____ **TOTAL**
MONTHLY COSTS \$ _____

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Annual Deductible

Employee \$_____ Family \$_____

Coverage (✓)

_____ Hospital Care (In Patient _____ Out Patient _____)

_____ X-Ray and Laboratory

_____ Surgery

_____ Office Visits

_____ Pharmacy

_____ Maternity

_____ Mental Health/Chemical Dependency, In Patient

_____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Life Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$_____ Employee Pays \$_____ Total Premium \$_____

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

CONTRACTOR EMPLOYEE JURY ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

AGREEMENT**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"****UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 “Individual” means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 “Services” has the same meaning as in the body of this Agreement.
- 1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10)

Business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: Human Services Administrator I

Address: 12820 Crossroads Parkway South
City of Industry, CA 91746

Telephone: (562) 908-

Facsimile: (562) 908-0590

E-Mail Address: @dpss.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: _____

Title: _____

Address: 12900 Crossroads Parkway South
City of Industry, CA 91746

Telephone: (562) 908-

Facsimile: (562) 908-0590

E-Mail Address: @dpss.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S CONTRACT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____**Telephone:** _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

- A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.
- B. Determinations of Contractor non-responsibility and Contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

- E. "County" means the county of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that result or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

Background and Resources: California Charities Regulation

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- *It is not presently subject to the Act, but will comply if later activities make it subject, or,*
- *If subject, it is currently in compliance.*

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Attachment 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/> , contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations (“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.org/>. Both organizations’ websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Attachment P is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

IRS Notice 1015 is also accessible at: <http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

| | | |
|---|----------------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Email address: | |
| Solicitation/Contract For _____ Services: | | |

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

Date: _____

Title 2 Administration
Chapter 2.2.06
DEFAULTED TAX PROGRAM ORDINANCE

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract.

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026)

Criminal Convictions Information Notice and Certification
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

All staff working under this Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- | | |
|--|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

**NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT",
"ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW.)**

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Convictions Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

- ☐ I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.
☐ I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S): _____

Conviction Date: _____

- ☐ I am currently on probation/parole. End date: _____
☐ I am no longer on probation/parole. My probation/parole terminated on: _____

Signature

Date

Witnessed by: _____
Signature & Title

Date

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Typed Name and Title of Signer

Signature

Date

BIDDER'S/OFFEROR'S NON-DISCRIMINATION IN-SERVICE STATEMENT

 Proposer's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the CONTRACTOR, supplier or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- | | |
|--|--------------|
| | (circle one) |
| 1. The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The proposer periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. | Yes No |

 Official's Printed Name and Title Authorized

 Authorized Official's Signature

 Date

MONTHLY INVOICE

QUARTERLY RECONCILIATION REPORT

DRAFT

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment. Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____
PRINTED NAME: _____
POSITION: _____

DATE: ____/____/____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____